CITY OF MERCED

Meeting Agenda

City Council Chamber
Merced Civic Center
2nd Floor
678 W. 18th Street
Merced, CA 95340

City Council/Public Finance and Economic Development Authority/Parking Authority

Monday, August 3, 2020 | **6:00 PM** | **City Council Chamber, 2nd Floor, Merced Civic Center, 678 W. 18th Street, Merced, CA 95340**

Closed Session at 5:00 PM / Regular Meeting at 6:00 PM

NOTICE TO PUBLIC

Pursuant to Governor Newsom's Executive Order N-29-20, this meeting will be conducted by teleconference and there will be no in-person public access to the meeting location. All votes for this meeting will be taken via rollcall.

WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL

At least 72 hours prior to each regular City Council meeting, a complete agenda packet is available for review on the City's website at www.cityofmerced.org or at the City Clerk's Office, 678 W. 18th Street, Merced, CA 95340. All public records relating to an open session item that are distributed to a majority of the Council will be available for public inspection at the City Clerk's Office during regular business hours. Spanish and Hmong translation is available at every regular meeting. For telephonic or virtual meetings, Spanish and Hmong interpreters can be arranged by calling the City Clerk's Office at (209) 388-8650 at least 72 hours in advance of the meeting.

PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK

Please submit your public comment to the City Council electronically no later than 1:00 PM on the day of the meeting. Comments received before the deadline will be provided to the City Council prior to the meeting and will be part of the record. Material may be emailed to cityclerk@cityofmerced.org and should be limited to 300 words or less. Please specify which portion of the agenda you are commenting on, for example, Closed Session, item # or Oral Communications. Your comments will be provided to the City Council prior to the meeting and will be part of the record. Any correspondence received after 1:00 PM will be distributed to the City Council and retained for the official record.

You may provide telephonic comments via voicemail by calling (209) 388-8688 by no later than 1:00 PM on the day of the meeting to be added to the public comment. Voicemails will be limited to a time limit of three (3) minutes. Please specify which portion of the agenda you are commenting on, for example, Public Hearing item #, Consent item #, or Oral Communications. Your comments will be played during the meeting to the City Council at the appropriate time.

To view video (if available) or listen to the City Council meeting live, go to the City's website www.cityofmerced.org, Facebook Live, or Comcast Public Access Channel 96.

INDIVIDUALS WITH DISABILITIES

Accommodation for individuals with disabilities may be arranged by contacting the City Clerk at (209) 388-8650. Assisted hearing devices are available for meetings held in the Council Chamber.

A. CLOSED SESSION ROLL CALL

B. CLOSED SESSION

The legislative body shall provide the public with an opportunity to address the body on any item described in Closed Session [Government Code Section 54954.3(a)]. Please see the MODIFIED PUBLIC COMMENT INSTRUCTIONS for details.

B.1. 20-409 **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS - Agency Designated Representatives: Mayor and City Council Members. Unrepresented Employee: Interim City Manager; Authority: Government Code Section 54957 and 54957.6

B.2. 20-408 **SUBJECT:** PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT - Title: Interim City Manager; AUTHORITY: Government Code 54957

B.3. 20-410 **SUBJECT:** CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Property: 690 W. 16th Street and 710 W. 16th Street, Merced, CA; Agency Negotiator: Stephanie Dietz, Acting City Manager, City of Merced; Negotiating Parties: Transit Joint Powers Authority of Merced County and City of Merced and; Under Negotiation: Price and Terms of Payment

C. CALL TO ORDER

C.1. Invocation - Bruce Metcalf, Merced Rescue Mission

C.2. Pledge of Allegiance to the Flag

D. ROLL CALL

D.1. In accordance with Government Code 54952.3, it is hereby announced that the City Council sits either simultaneously or serially as the Parking Authority and the Public Financing and Economic Development Authority. City Council members receive a monthly stipend of $20.00 by Charter for sitting as the City Council; and the Mayor receives an additional $50.00 each month as a part of the adopted budget and Resolution 1975-37. The members of the Parking Authority and the Public Financing and Economic Development Authority receive no compensation.

E. REPORT OUT OF CLOSED SESSION

F. CEREMONIAL MATTERS

F.1. 20-371 **SUBJECT:** Proclamation - National Health Center Week

REPORT IN BRIEF
Presented to Yamilet Valladolid, Manager of Government Affairs Golden Valley Health Centers.

G. WRITTEN PETITIONS AND COMMUNICATIONS

H. ORAL COMMUNICATIONS

Members of the public who wish to speak on any matter not listed on the agenda may provide email or voicemail comments during this portion of the meeting and should follow the guidelines posted above in the MODIFIED PUBLIC COMMENT INSTRUCTIONS to do so.

I. CONSENT CALENDAR

Adoption of the Consent Calendar may be made by one motion of the City Council, provided that any Council member, individual, or organization may request removal of an item from the Consent Calendar for separate consideration (please see MODIFIED PUBLIC COMMENT INSTRUCTIONS above). If a request for removal of an item from the Consent Calendar has been received, the item will be discussed and voted on separately.

I.1. 20-378 **SUBJECT:** Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF
Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and a summary title may be read with further reading waived.

RECOMMENDATION
City Council - Adopt a motion waiving the reading of Ordinances and Resolutions, pursuant to Section 412 of the Merced City Charter.

I.2. 20-347 **SUBJECT:** Information Only - Bicycle and Pedestrian Advisory Committee Meeting Minutes of December 10, 2019

RECOMMENDATION
For information only.

I.3. 20-388 **SUBJECT:** Information Only - Traffic Committee Minutes of March 10, 2020

RECOMMENDATION

For information only.

I.4. 20-372

SUBJECT: Information-Only Contracts for the Month of July 2020

REPORT IN BRIEF

Notification of awarded Non-Public Works contracts under $32,000 and of Public Works contracts under $70,939.

I.5. 20-354

SUBJECT: Authorization to Accept $80,000 in Grant Funds from the California Office of Traffic Safety to Conduct DUI Checkpoints, DUI Saturation Patrols, Traffic Safety Enforcement, Along with Purchasing Children Bicycle Helmets and DUI Checkpoint Supplies as Part of the 2020 California Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant

REPORT IN BRIEF

Considers accepting grant funding from the California Office of Traffic Safety offered to the Merced Police Department in the amount of $80,000 from the Selective Traffic Enforcement Program (STEP) Grant to conduct DUI Checkpoints, DUI Saturation Patrols, Pedestrian/Bicycle Enforcement, Traffic Safety Enforcement, along with conducting assemblies for middle schools, and purchasing children bicycle helmets.

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting the grant and increasing the revenue budget in account 035-1016-324.01-02 by $80,000; and,

B. Appropriating the same to Fund 035-Police Office of Traffic Safety Grant Fund; and,

C. Approving the use of pooled cash until reimbursement from the grant is received; and,

D. Authorizing the City Manager to execute the necessary documents.

I.6. 20-370

SUBJECT: Extension of the Memorandum of Understanding with Merced Association of Police Sergeants for the Term of January 1, 2020 Until June 30, 2021

REPORT IN BRIEF

Considers approving the extension of the Memorandum of Understanding with Merced Association of Police Sergeants for the term January 1, 2020 until June 30, 2021.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2020-54**, a Resolution of the City Council of the City of Merced, California, approving Memorandum of Understanding with the Merced Association of Police Sergeants and authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

I.7. 20-360

SUBJECT: Measure Y Fund Allocation in the Amount of $206,525 for Recreation Programming and Park, Zoo, One Time Events and Youth Center Upgrades

REPORT IN BRIEF

Considers how to allocate available Measure Y funds for various park, Zoo, and youth center maintenance and upgrades, one-time events, and new recreation programs.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the allocation of Measure Y funds in the amount of $206,525 for the proposed park, Zoo, and youth center maintenance projects, one-time events, and new recreation programming; and,

B. Allowing the Finance Officer to make the necessary budget adjustments for the unprogrammed funds of $206,525.

I.8. 20-313

SUBJECT: Correct Typographical Errors on Fiscal Year 2020-21 Annual Special Tax Rate (Exhibit A) for Community Facilities District (CFD) No. 2003-2 (Services) of the City of Merced

REPORT IN BRIEF

Considers amending Exhibit A of Resolution No. 2020-28, authorizing the establishment of Annual Special Tax Rates for Fiscal Year 2020-21 to correct typographical errors for Improvement Areas 12 and 26.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2020-47**, a

Resolution of the City Council of the City of Merced, California, acting as the legislative body of the Community Facilities District No. 2003-2 (Services) of the City of Merced, amending Resolution No. 2020-28 to correct Exhibit A thereto relating to the Annual Special Tax for said district for Fiscal Year 2020-2021.

I.9. 20-387

SUBJECT: Waiving the Competitive Bidding Requirements and Authorize the Purchase of Ten (10) Budgeted Fleet Vehicles, Including One Asphalt/Patch Truck from M.M.E./PB Loader for $193,846.80, Two 6-Yard Dump Trucks from M.M.E./PB Loader for $132,750.52 Each, Two 12-Yard Dump Trucks from M.M.E./PB Loader for $144,053.98 Each, One Street Sweeper from Municipal Maintenance Equipment (M.M.E.) for $311,621.44, One Large Water Service Truck from National Auto Fleet Group Through American Truck & Trailer Body (AT&TB) for $243,300.54, One Rear Loader Refuse Truck from Ruckstell CA. Sales for $231,790.12, and Two Side Loader Refuse Trucks from Ruckstell CA. Sales for $300,060.60 Each Through Cooperative Purchasing Agreements with Sourcewell

REPORT IN BRIEF

Considers authorizing a waiver of competitive bidding requirement pursuant to Merced Municipal Code Section 3.04.210 to purchase ten currently budgeted and Council approved fleet vehicles through the government procurement program Sourcewell.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the purchase of one asphalt/patch truck in the amount of $193,846.80 from M.M.E./PB Loader through Sourcewell contract #052417-PBL; and,

B. Approving the purchase of two 6-yard dump trucks in the amount of $132,750.52 each from M.M.E./PB Loader through Sourcewell contract #052417-PBL; and,

C. Approving the purchase of two 12-yard dump trucks in the amount of $144,053.98 each from M.M.E./PB Loader through Sourcewell contract #052417-PBL; and,

D. Approving the purchase of one street sweeper model A9 in the amount of $311,627.44 from Municipal Maintenance Equipment (M.M.E.) through

Sourcewell contract # 122017-SZW; and,

E. Approving the purchase of one large water service truck in the amount of $243,300.54 from National Auto Fleet Group through American Truck & Trailer Body (AT&TB) through Sourcewell contract # 081716-NAF; and,

F. Approving the purchase of one rear loader refuse truck in the amount of $231,790.12 from Ruckstell Ca. Sales through Sourcewell contract # 112014-NWY; and,

G. Approving the purchase of two side loader refuse trucks in the amount of $300,060.60 each from Ruckstell Ca. Sales through Sourcewell contract # 112014-NWY; and,

H. Waiving the City's competitive bidding requirement as permitted by Merced Municipal Code section 3.04.210 and authorizing the purchases to be made with cooperative purchase agreements through Sourcewell, a government procurement program; and,

I. Authorizing the City Manager or the Assistant Manager to execute any necessary documents for the purchases specified above, the Finance Officer to make the appropriate budget adjustments and City Buyer to issue the Purchase Orders.

I.10. 20-330

SUBJECT: Department of Water Resources Proposition 1 Grant Awarded to the Merced Integrated Regional Water Management Authority, Which Includes a City of Merced Project for Surface Water Irrigation to Parks and Weather Based Irrigation Controllers

REPORT IN BRIEF

The Merced Integrated Regional Water Management Authority (MIRWMA) has agreed to accept on behalf of its member agencies a Department of Water Resources Proposition 1 Grant which includes a City of Merced project for Surface Water Irrigation to Parks and Weather Based Irrigation Controllers.

RECOMMENDATION

For Information Only.

I.11. 20-337

SUBJECT: Reimbursement Agreement With Virginia Smith Trust for City Staff Work Relating to Proposed Development Located South of the UC Merced Campus and East of Lake Road

REPORT IN BRIEF

Considers the approval of a Reimbursement Agreement with the Merced County Board of Education acting as Trustee for the Virginia Smith Trust (VST) for City staff work related to their proposed development east of Lake Road, south of the UC Merced Campus.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a Reimbursement Agreement with the Merced County Board of Education acting on behalf of the Virginia Smith Trust (VST), in the amount of $110,000 to cover the costs associated with the VST development project; and,

B. Approving an increase in revenue in the amount of $110,000 to Account 017-0804-331.01-11-Special Services/Cost Recovery and appropriating the same in Fund 017-Development Services; and,

C. Authorizing the City Manager or the Assistant City Manager to execute the agreement; and,

D. Authorizing the Finance Officer to make the necessary budget adjustments.

I.12. 20-314

SUBJECT: Rejection of the Bid Protest Submitted by ANV Contractors, Inc. and Approval of Award of Construction Bid and Approval of the General Construction Contract to Daguerre Construction for the Lab Building and Solid Handling Building Restrooms, Project No. 120025, in the Amount of $86,000

REPORT IN BRIEF

Considers awarding a contract in the amount of $86,000 to Daguerre Construction to construct a restroom in the Lab Building and a restroom in the Solid Handling Building.

RECOMMENDATION

City Council - Adopt a motion:

A. Rejecting the Bid Protest Submitted by ANV Contractors, Inc.

B. Awarding the bid for the Lab Building and Solid Handling Building Restrooms, Project No. 120025, to Daguerre Construction, in the amount of $86,000; and,

C. Authorizing the City Manager or the Assistant City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

I.13. 20-357

SUBJECT: Approval of an Agreement for Professional Services with Dokken Engineering, a California Corporation, for Project Approval, Environmental Documents (PA/ED), Plans, Specifications, and Estimates (PS&E) for the Highway 59 Phase 1 Widening and Highway 59 Bridges Over Black Rascal Creek Project for a Total Amount not to Exceed $2,399,223.01

REPORT IN BRIEF

Considers approving a professional services agreement with Dokken Engineering, a California Corporation, for the PA/ED and PS&E for Highway 59 Widening Phase 1 and Highway 59 Black Rascal Bridge Project.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving an agreement for professional services (environmental and engineering design services) with Dokken Engineering, a California Corporation, in the amount of $2,399,223.01; and,

B. Authorizing the City Manager or the Assistant City Manager to sign the necessary documents.

I.14. 20-411

SUBJECT: Second Reading and Final Adoption of Ordinance Amending Sections 10.16.010 Speed Limits, 10.28.230 No Parking Zones, 10.28.275 On-Street Disabled Persons Parking, 10.28.370 Two-Way Stop Intersections and 10.32.057 Seven a.m. to Four p.m. Passenger Loading Zones

REPORT IN BRIEF

Second reading to amend sections 10.16.010, 10.25.230, 10.28.275, 10.28.370, and 10.32.057 of the Merced Municipal Code.

RECOMMENDATION

City Council - Adopt a motion adopting **Ordinance 2517**, an Ordinance of the City Council of the City of Merced, California, amending sections 10.16.010 “Speed Limits;” 10.28.230 “No Parking Zones;” 10.28.275 “Disabled Persons - On-Street Parking;” 10.28.370 “Two-Way Stop

Intersections;" and 10.32.057 "Passenger Loading Zones - Locations - Seven a.m. to Four p.m." of the Merced Municipal Code.

J. PUBLIC HEARINGS

Members of the public who wish to speak on public hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to further public comment and brought to the Council for discussion and action. Further comment will not be received unless requested by the Council. To submit comments to the City Council, please review the MODIFIED PUBLIC COMMENT INSTRUCTIONS listed above.

J.1. 20-389

SUBJECT: Continued Public Hearing - United States (U.S.) Department of Housing and Urban Development (HUD) 2020-2024 Five-Year Consolidated Plan, Analysis of Impediments for Fair Housing Choice, and Fiscal Year 2020-2021 Annual Action Plan, and Direction from City Council on any Additional Community Outreach

REPORT IN BRIEF

Continuation of the Public Hearing from July 6, 2020, and July 20, 2020, in order to receive additional public comment on the U.S. Department of Housing and Urban Development (HUD) 2020-2024 Five-Year Consolidated Plan, Analysis of Impediments to Fair Housing Choice, and 2020 Annual Action Plan, and direction from the City Council on any Additional Community Outreach.

RECOMMENDATION

City Council -

A. Re-open the public hearing to receive any additional public input regarding the Draft 2020-2024 Five Year Consolidated Plan, Analysis of Impediments to Fair Housing, and the Draft 2020 Annual Action Plan, including the proposed expenditure of CDBG and HOME funds for Fiscal Year 2020-2021; and,

B. Close the public hearing after all public comments have been received.

C. Provide direction on any additional community outreach.

J.2. 20-413

SUBJECT: Continued Public Hearing to Allow Interested Persons to be Heard on Proposed Submittal of an Application to the United States Department of Housing and Urban Development (HUD) for Financing Through the Section 108 Loan Guarantee Program for the Childs Court Apartments - Childs and B Street Transit Oriented Development

(TOD) Affordable Housing Project

REPORT IN BRIEF

Continued Public Hearing to allow interested persons to be heard prior on the proposed application to the United States Department of Housing and Urban Development (HUD) for financing through the Section 108 Loan Guarantee Program for the Childs Court Apartments - Childs and B Street Affordable Housing Transit Oriented Development (TOD) Project.

RECOMMENDATION

City Council - Adopt a motion:

A. Recommending that the City Council conduct the Public Hearing, receive any testimony given; and,

B. Close the Public Hearing.

J.3. 20-235

SUBJECT: Public Hearing - Vacation No. 20-02 for the Adoption of a Resolution Ordering the Vacation of a 25-Foot-Wide Access Easement in Foothill Drive (Extended), a 25-Foot-Wide Temporary Access Easement Along the East Side of G Street at Foothill Drive (Extended), and a 15-Foot-Wide Road Right-of-Way Consisting of 1,432 Square Feet, Located Approximately 1,100 Feet East of G Street, North of Merrill Place (Extended) (Vacation #20-02)

REPORT IN BRIEF

Considers approving a Resolution to order the vacation of a 25-foot-wide access easement in Foothill Drive (extended), a 25-foot-wide temporary access easement along the east side of G Street at Foothill Drive (extended), and a 15-foot road right-of-way consisting of approximately 1,432 square feet located approximately 1,100 feet east of G Street, north of Merrill Place (extended).

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2020-51,** a Resolution of the City Council of the City of Merced, California ordering the vacation of a 25-foot-wide temporary access easement in Foothill Drive (extended) (Vacation #20-02); and,

B. Adopting **Resolution 2020-52,** a Resolution of the City Council of the

City of Merced, California ordering the vacation of a 25-foot-wide temporary access easement along the east side of G Street at Foothill Drive (extended) (Vacation #20-02); and,

C. Adopting **Resolution 2020-53,** a Resolution of the City Council of the City of Merced, California ordering the vacation of a 15-foot-wide road right-of-way consisting of 1,432 square feet located approximately 1,100 feet east of G Street, north of Merrill Place (extended) (Vacation #20-02).

J.4. 20-339

SUBJECT: Public Hearing and Adoption of Resolution to Vacate a 315-Square-Foot Excess Portion of an Alley to the Adjacent Property at 1001 West 16th Street, Generally Located on the Northwest Corner of 16th Street and Q Street (Vacation #20-03)

REPORT IN BRIEF

Considers vacating an excess portion of an alley at 1001 W. 16th Street.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2020-50**, a Resolution of the City Council of the City of Merced, California, ordering the vacation of a 315-square-foot excess portion of an alley to the adjacent property at 1001 West 16th Street, generally located at the northwest corner of 16th Street and Q Street (Vacation #20-03).

K. REPORTS

K.1. 20-393

SUBJECT: Approval to Accept Coronavirus Relief Funds from the State of California Department of Finance up to the Allocated Amount of $1,088,029, Appropriating $144,014 to Cover Expenditures Due to COVID-19 in Fiscal Year 2020-2021, and Approval of Policy Items Implemented During the COVID-19 Declared Local Emergency

REPORT IN BRIEF

Approving the acceptance of Coronavirus Relief Funds from the State of California Department of Finance up to the allocated amount of $1,088,029, appropriating $144,014 to cover expenditures due to COVID-19. In addition, this item seeks the Council's approval on two policy items implemented during the COVID-19 declared local emergency.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the acceptance of up to $1,088,029 in Coronavirus Relief Funds from the State of California Department of Finance; and,

B. Approving an appropriation in the amount of $144,014 in order to cover COVID-19 expenditures in Fiscal Year 2020-2021; and,

C. Approving the allocation of compensated time off (CTO) hours in the amount of $537,805 to Essential Employees in Fiscal Year 2019-20; and,

D. Approving the Administrative Leave paid hours in the amount of $655,406 to City employees due to the closure of City Hall and other City facilities in Fiscal Year 2019-20; and,

E. Authorizing the Finance Officer to make any necessary budget adjustments necessary.

K.2. 20-402

SUBJECT: Consideration of the Recommendation by the Arts and Culture Advisory Commission for a Street Mural with the Phrase “Black Lives Matter” on Canal Street (South of Bob Hart Square) and Provide Staff Direction on the Development of a Street Mural Policy

REPORT IN BRIEF

Request made from the NAACP, the Hispanic Chamber of Commerce, WeCed and the United Way, as the lead applicant, to the Arts and Culture Advisory Commission for a proposed street mural with the phrase “Black Lives Matter” on Canal Street. Also seeks direction on developing a policy for future street mural requests.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the Arts and Culture Advisory Commission’s recommendation to support the proposed street mural of the phrase “Black Lives Matter” on Canal Street, south of Bob Hart Square; or

B. Provide staff direction on developing a policy for future street mural requests for review and recommendation by the Arts and Culture Advisory Commission for approval by the City Council which incorporates the government speech doctrine.

K.3. 20-350

SUBJECT: Update and Final Report on Celebrate Safe Fireworks Campaign for 2020

REPORT IN BRIEF

Provides a final report to City Council on the Celebrate Safe Fireworks Campaign from the Fire Chief and Police Chief.

RECOMMENDATION

Provide staff direction as needed on preparing the Celebrate Safe Fireworks Campaign for next year.

L. BUSINESS

L.1. 20-414

SUBJECT: Appointments to the Arts and Culture Advisory Commission (1 At-Large) (1 Ex-Officio) and Recreation and Parks Commission (1)

REPORT IN BRIEF

Accept nominations to fill the Arts and Culture Advisory Commission At-Large vacancy, Ex-Officio vacancy and a Recreation and Parks Commission vacancy.

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting nominations and appointing two individuals to serve as an At-Large member (term ending July 1, 2024) and an Ex-Officio member of the Arts and Culture Advisory Commission; and,

B. Accepting nominations and appointing an individual to serve as a member of the Recreation and Parks Commission, with a term date ending July 1, 2022.

L.2. 20-415

SUBJECT: Appointments to the Citizens' Stipend Setting Commission with 6 Members to be Appointed by District and 1 Member to be Appointed At-Large

REPORT IN BRIEF

Considers the appointment of individuals to the Citizens' Stipend Setting Commission.

RECOMMENDATION

City Council - Adopt a motion accepting nominations and appointing one individual to each of the six City Council Districts and one individual to be appointed at-large to the Citizens' Stipend Setting Commission.

L.3. 20-401

SUBJECT: Discussion on the Format of Future City Council Meetings During COVID-19 and Guidance for Other City Boards and

Commissions

REPORT IN BRIEF

Discuss the format of City Council, Board, and Commission Meetings.

RECOMMENDATION

Provide staff direction on the format of future City Council, Board, and Commission Meetings.

L.4. 20-375

SUBJECT: Discussion on Attendance and Designation of Voting Delegate and Alternates for the 2020 League of California Cities Annual Conference - Annual Business Meeting, October 7 - October 9, 2020, Virtual Event

REPORT IN BRIEF

To expedite the conduct of business at this important policy-making meeting, each City Council is asked to designate a voting representative and two alternates who will be present at the virtual meeting.

RECOMMENDATION

City Council - Adopt a motion designating one voting delegate and two alternate voting delegates to the League of California Cities Annual Conference General Business Meeting, scheduled for Friday afternoon, October 9, 2020 virtually.

L.5. 20-397

SUBJECT: Request to Add Item to Future Agenda

REPORT IN BRIEF

Provides members of the City Council to request that an item be placed on a future City Council agenda for initial consideration by the City Council.

L.6. 20-398

SUBJECT: City Council Comments

REPORT IN BRIEF

Provides an opportunity for the Mayor and/or Council Member(s) to make a brief announcement on any activity(ies) she/he has attended on behalf of the City and to make a brief announcement on future community events and/or activities. The Brown Act does not allow discussion or action by the legislative body under this section.

M. ADJOURNMENT

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.1. Meeting Date: 8/3/2020

SUBJECT: CONFERENCE WITH LABOR NEGOTIATORS - Agency Designated Representatives: Mayor and City Council Members. Unrepresented Employee: Interim City Manager; Authority: Government Code Section 54957 and 54957.6

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ADMINISTRATIVE REPORT

Agenda Item B.2. Meeting Date: 8/3/2020

SUBJECT: PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT - Title: Interim City Manager; AUTHORITY: Government Code 54957

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item B.3. Meeting Date: 8/3/2020

SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Property: 690 W. 16th Street and 710 W. 16th Street, Merced, CA; Agency Negotiator: Stephanie Dietz, Acting City Manager, City of Merced; Negotiating Parties: Transit Joint Powers Authority of Merced County and City of Merced and; Under Negotiation: Price and Terms of Payment

ADMINISTRATIVE REPORT

Agenda Item F.1. Meeting Date: 8/3/2020

SUBJECT: Proclamation - National Health Center Week

REPORT IN BRIEF
Presented to Yamilet Valladolid, Manager of Government Affairs Golden Valley Health Centers.

ATTACHMENTS
1. Proclamation

Proclamation

WHEREAS, For over 50 years, Community Health Centers continue to make a significant impact on America's health care system by providing high-quality, affordable, comprehensive primary and preventive health care in our nation's most underserved communities; and

WHEREAS, As the country's largest primary care network, Community Health Centers are the health care home for 30 million Americans in over 14,000 communities across the nation. One in every twelve people in the United States gets their care in a Community Health Center; and

WHEREAS, Community Health Centers are a critical element of the health system, serving both rural and urban communities, and often providing the only accessible and dependable source of primary care in their communities. Nationwide, Community Health Centers serve one in every five residents of rural areas; and

WHEREAS, Every day, Community Health Centers develop new approaches to integrating a wide range of services beyond primary care, including oral health, vision, behavioral health, pharmacy, and other specialty services, including telehealth modalities to meet the needs and challenges of their communities; and

WHEREAS, Community Health Centers are locally owned and operated small businesses that serve as critical economic engines, helping to power local economies by generating $54.6 billion in economic activity in some of the country's most economically deprived communities; and

WHEREAS, Community Health Centers are governed by patient-majority boards, ensuring that the patients of each health center are engaged in their own health care decisions; and

WHEREAS, Community Health Centers are on the front lines responding to emerging health care crises, providing access to care for our nation's veterans, addressing the opioid epidemic, and responding to public health threats in the wake of natural disasters, such as COVID19 in 2020; and

WHEREAS, During National Health Center Week, we recognize the more than 236,000 people employed by Community Health Centers nationally, including physicians, nurse practitioners, physician assistants, nurses, and other clinical staff who work as part of multi-disciplinary and patient-centered clinical teams designed to treat the whole patient.

NOW, THEREFORE, I, MIKE MURPHY, Mayor of the City of Merced, do hereby proclaim August 9-15, 2020, as National Health Center Week. I encourage every resident to visit Golden Valley Health Centers and celebrate the important partnership between America's Health Centers and the communities they serve.

Signed this 3rd day of August.

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Mike Murphy, Mayor of Merced

ADMINISTRATIVE REPORT

Agenda Item I.1. Meeting Date: 8/3/2020

SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and a summary title may be read with further reading waived.

RECOMMENDATION

City Council - Adopt a motion waiving the reading of Ordinances and Resolutions, pursuant to Section 412 of the Merced City Charter.

CITY OF MERCED

Merced Civic Center
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ADMINISTRATIVE REPORT

Agenda Item I.2. Meeting Date: 8/3/2020

Report Prepared by: Taylor Gates, Administrative Assistant I, Planning Division

SUBJECT: Information Only - Bicycle and Pedestrian Advisory Committee Meeting Minutes of December 10, 2019

RECOMMENDATION
For information only.

ATTACHMENTS
1. Minutes

CITY OF MERCED
BICYCLE ADVISORY COMMISSION

MINUTES

Council Chambers
678 W 18TH STREET
MERCED, CALIFORNIA

TUESDAY
December 10, 2019

Chairperson HOTHEM called the meeting of the Bicycle Advisory Commission to order at 3:05 PM.

(B) ROLL CALL

Present:	Tom Hothem (Chairperson) Dwight Ewing Greg Friedman (Vice-Chairperson) Lisa Kayser-Grant Ann Thurston Mitch Vanagten (Ex-Officio)
Absent:	Kahlyn Moody (Unexcused) (Two vacancies: One Voting, One Ex-Officio)
Staff Present:	Michael Hren, Principal Planner

(C) APPROVE MINUTES OF OCTOBER 22, 2019:

M/S FRIEDMAN/EWING, AND DULY CARRIED BY UNANIMOUS VOICE VOTE (ONE ABSENT, ONE VACANCY), TO APPROVE THE MINUTES OF OCTOBER 22, 2019 AS SUBMITTED.

(D) ORAL COMMUNICATIONS

None.

BICYCLE ADVISORY COMMISSION REQUESTS, INFORMATION ITEMS, AND SUBCOMMITTEE REPORTS

(E) REPORT ON BICYCLE RIDE-ALONG WITH STAFF

Principal Planner HREN introduced the item and provided some comments about future ride-alongs and a presentation at some future point to the City Council. Chairperson HOTHEM discussed some of the different kinds of infrastructure in the various parts of the City. The Commission discussed system continuity, sharrows, and the difficulties of sidewalk riding.

As no members of the public wished to speak on this item, public comment was opened and closed at 3:26 PM.

(F) BICYCLE SAFETY AWARENESS AND EDUCATION

Chairperson HOTHEM discussed some recent high-profile bicycle accidents and Mr. HREN noted the draft letter to the Merced Sun Star from the Merced Bicycle Coalition, provided as an attachment to the agenda item. The Commission discussed its role in bicycle safety awareness and education. Chairperson HOTHEM noted a walk and bike audit that is coming up in South Merced. The Commission requested additional data on cyclist-related incidents be brought to a future meeting as an agenda item.

As no members of the public wished to speak on this item, public comment was opened and closed at 3:36 PM.

(G) CHANGE IN START TIME OF FUTURE MEETINGS OF THE BICYCLE ADVISORY COMMISSION

As no members of the public wished to speak on this item, public comment was opened and closed at 3:49 PM.

M/S KAYSER-GRANT/EWING, AND DULY CARRIED BY THE FOLLOWING VOTE (1 ABSENT, 1 VACANCY), TO CHANGE THE START TIME FOR FUTURE MEETINGS OF THE BICYCLE ADVISORY COMMISSION TO 4:00 PM.

AYES: COMMISSIONERS EWING, KAYSER-GRANT, FRIEDMAN, CHAIRPERSON HOTHEM
NOES: THURSTON
ABSENT: MOODY (1 vacancy)
ABSTAIN: NONE

(H) OTHER BUSINESS

Mr. HREN noted that the Amgen bicycle race for 2020 has been cancelled.

Mr. HREN discussed that the City Attorney's office has reviewed the draft Ordinance for the evolution of the Commission to include pedestrian and other active transportation activity. The next step will be to schedule a public hearing at a City Council meeting.

As no members of the public wished to speak on this item, public comment was opened and closed at 3:55 PM.

(I) ADJOURN TO THE NEXT SCHEDULED MEETING OF TUESDAY, FEBRUARY 25, 2020, AT 4:00 P.M. IN THE COUNCIL CHAMBERS.

M/S FRIEDMAN/THURSTON, AND DULY CARRIED BY UNANIMOUS VOICE VOTE (1 ABSENT, 1 VACANCY), CHAIRPERSON HOTHEM ADJOURNED THE MEETING AT 3:56 P.M.

BY:

MICHAEL HREN, AICP
PRINCIPAL PLANNER/
COMMISSION SECRETARY

APPROVED:

TOM HOTHEM, CHAIRPERSON
BICYCLE ADVISORY COMMISSION

ADMINISTRATIVE REPORT

Agenda Item I.3. Meeting Date: 8/3/2020

Report Prepared by: Nicole Tabares, Administrative Assistant I - Engineering Department

SUBJECT: Information Only - Traffic Committee Minutes of March 10, 2020

RECOMMENDATION
For information only.

ATTACHMENTS
1. Minutes of March 10, 2020

TRAFFIC COMMITTEE

MINUTES

March 10, 2020

A. CALL TO ORDER

The meeting was called to order at 2:00 p.m.

B. ROLL CALL

Present:	Chairperson:	Beltran, Michael – City Engineer
	Committee Members:	Hren, Michael - Planning Manager Designee McKeeman, Craig - Police Chief Designee Olmos, Juan - Public Works Designee
Absent:		Alcorn, Billy - Fire Chief

C. ORAL COMMUNICATIONS

None.

D. CONSENT CALENDAR

1. Traffic Committee Minutes of January 14, 2020

RECOMMENDATION:
Approve and file.

Michael Hren Moved, Michael Beltran Seconded
Vote: 4-0

Voting Aye: Michael Beltran, Juan Olmos, Craig McKeeman, Michael Hren

Absent: Billy Alcorn

Clerk's Note: Staff recommendation approved.

E. REPORTS

1. Committee Member Reports

None.

F. BUSINESS

1. Request #20-004 – Request for More Designated Parking Areas or More No Parking Signs in the Area of Vaca Way and Pizarro (Annabella Grande Agostinho)
(Citizen states the area does not provide or communicate the proper parking protocol. Residents have received tickets for parking on Pizarro Way, but there are no signs posted to not park there. Citizen would like more signage and/or more parking spaces.)

Chairperson Beltran asked Committee Member Olmos regarding signage in the area.

Committee Member Olmos stated there is nothing regarding that area in the Municipal Code.

Committee Member Hren stated he would look into the subdivision conditions and suggested to move this item to the next Traffic Committee Meeting.

MOTION: To move this item to the next Traffic Committee Meeting with staff looking into subdivision conditions.

COUNCIL ACTION REQUIRED: None at this time.

Michael Hren Moved, Dan Dabney Seconded

Vote: 4-0

Voting Aye: Michael Beltran, Juan Olmos, Craig McKeeman, Michael Hren

Absent: Billy Alcorn

2. Request #20-005 – Requests for More Lighting at Las Brisas St. and Carmen Way Intersection (Paulo Jimenez Sr.)
(Citizen states this is a high traffic area, break-ins to cars and mailbox, shootings, not enough lighting, lighting is blocked by trees in the area.)

Committee Member Hren stated this is not a traffic committee issue.

Committee Member Olmos stated he would make a request for the tree division to trim the trees in the area.

MOTION: To deny the request for additional lighting, as it is not a Traffic Committee item and Chairperson Olmos to place a work order for tree trimming in the area.

COUNCIL ACTION REQUIRED: None at this time

Juan Olmos Moved, Michael Hren Seconded

Vote: 4-0

Voting Aye: Michael Beltran, Juan Olmos, Craig McKeeman, Michael Hren

Absent: Billy Alcorn

G. ADJOURNMENT

The meeting was adjourned at 2:19 p.m.

By:

Nicole Tabares
Administrative Assistant/
Recording Secretary

Approved:

Michael Beltran
City Engineer/ Chairperson

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item I.4. Meeting Date: 8/3/2020

Report Prepared by: *Kirkland Greene, Records Clerk II*

SUBJECT: Information-Only Contracts for the Month of July 2020

REPORT IN BRIEF
Notification of awarded Non-Public Works contracts under $32,000 and of Public Works contracts under $70,939.

AUTHORITY
Pursuant to the authority delegated to the City Manager on behalf of the City by Article XI, Section 1109, of the Merced City Charter to execute Public Works contracts under the adjusted FY 2019-2020 threshold of $70,939.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2019-2020 threshold of $32,000.00, the contracts listed on the attached table were entered into by the City.

ATTACHMENTS
1. “Information-Only” Contracts Table for July 2020

Exhibit 1 – Table of Contracts

8/3/2020 City Council Meeting

Department/Division	Vendor	Purpose/Location	Amount
0803 – Engineering	PSFDB, LLC	Operation and Maintenance (O & M) Plan and Statement of Responsibility Agreement (Dutch Bros. Coffee Shop site, located at 2005 East Childs Avenue); concrete cleanup and silt removal from basin and pipes.	(No funds.)
1102 – Public Works - Admin.	R & R Construction Co.	Grading and spreading of asphalt grindings and roller compacting afterwards at a Public Works parking lot, on the northwest side of West and Grogan Avenues (approx. 40,000 sq. ft.). Statement of Services (PO #139141).	$ 1,800.00
1102 – Public Works - Admin.	R & R Construction Co.	Grading and spreading of asphalt grindings and roller compacting afterwards at a truck parking lot located on the southwest side of West Ave. and Childs Ave. (approx. 75,000 sq. ft.). Statement of Services (PO #138954).	$ 3,000.00
1102 – Public Works - Admin.	J & B Fencing, Inc.	Perform temporary relocation of approx. 130 feet of chain-link fencing at Well Site No. 7, located at 3362 McKee Road. (Statement of Services, PO #139140.)	$ 3,600.00
1106 – Public Works - Water	BSK Associates, Inc.	Title 22 and related water testing for Water Well Site No. 21 (located at Bellevue Road and "G" Street), Project No. 113026. Statement of Services (PO #138846).	$ 4,000.00
0803 – Engineering	Quad Knopf, Inc.	Provide land surveying services (topographic survey and drawing) for the sewer line in the alleyway along 12th and 13th Streets, between "G" and "I" Streets (Project No. 119027). Statement of Services (PO #139070).	$ 4,500.00
0803 – Engineering	Taylor Backhoe Service, Inc. (DBA: TBS Contractors)	Perform potholing (approx. 8 potholes) to locate utility lines in the alleyway between 11th and 12th Streets, from Martin Luther King, Jr. Way to "G" Street (Project No. 120063). Statement of Services (PO #138844).	$ 6,250.00
1119 – PW - Facilities	PriviTation Energy Solutions, Inc.	Maintenance Agreement for HVAC at the Merced Civic Center and at the Police Department (one-year term, renewing automatically each year).	$14,950.00
1102 – Public Works - Admin.	National CineMedia, LLC	Regional Insertion Order Agreement to Provide Digital, In-Theater Advertising and License for Video Use for Conservation and Recycling Outreach, for FY 2020/2021.	$19,200.00

Copies of all of the contracts listed above are available in the City Clerk's Office.

Exhibit 1 – Table of Contracts *(Continued)*

8/3/2020 City Council Meeting

Department/Division	Vendor	Purpose/Location	Amount
0201 – City Manager	Merced Lao Family Community, Inc.	Agreement for Professional Services - Hmong Language Translation and Hmong Community Outreach Consultant Services for Fiscal Year 2020-2021.	$24,232.23
0803 – Engineering	Kleinfelder, Inc.	Provide design services, construction plans, and specifications for 21-inch HDD gravity flow sewer line from the intersection of Orchard Ln. and E. Main St. to Crist Ave. (Statement of Services, PO #139013.)	$28,500.00
1001 – Police	Critical Incident Videos, LLC	First Amendment to Agreement for Professional Services to Provide Video Consultant and Production Services (extending term for Fiscal Year 2020-2021).	$30,000.00
1301 – Housing	Dalen Unruh (DBA: Unruh Bobcat Service)	Mowing of all grass and weeds, removing any and all debris and brush once per month (for a 12-month term) on the following properties: 1744, 1815, 1823 "I" Street; 150, 202 W. 19th St.; 26, 49, 205, 211 W. 18th St.; and 73 So. "R" St. (Statement of Services, PO #138967.)	$30,828.00

Copies of all of the contracts listed above are available in the City Clerk's Office.

ADMINISTRATIVE REPORT

Agenda Item I.5. Meeting Date: 8/3/2020

Report Prepared by: Lance Eber, Crime Analyst, Police Department

SUBJECT: Authorization to Accept $80,000 in Grant Funds from the California Office of Traffic Safety to Conduct DUI Checkpoints, DUI Saturation Patrols, Traffic Safety Enforcement, Along with Purchasing Children Bicycle Helmets and DUI Checkpoint Supplies as Part of the 2020 California Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Grant

REPORT IN BRIEF

Considers accepting grant funding from the California Office of Traffic Safety offered to the Merced Police Department in the amount of $80,000 from the Selective Traffic Enforcement Program (STEP) Grant to conduct DUI Checkpoints, DUI Saturation Patrols, Pedestrian/Bicycle Enforcement, Traffic Safety Enforcement, along with conducting assemblies for middle schools, and purchasing children bicycle helmets.

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting the grant and increasing the revenue budget in account 035-1016-324.01-02 by $80,000; and,

B. Appropriating the same to Fund 035-Police Office of Traffic Safety Grant Fund; and,

C. Approving the use of pooled cash until reimbursement from the grant is received; and,

D. Authorizing the City Manager to execute the necessary documents.

ALTERNATIVES

1. Approve, as recommended by Staff; or,
2. Deny; or,
3. Refer back to Staff for reconsideration of specific items.

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the 2020-21 Adopted Budget

DISCUSSION

Background

The Merced Police Department (MPD) first received this same grant funding beginning in October 2007. This upcoming grant funding/award will be our eleventh year that the California Office of Traffic Safety (OTS) has offered us grant funding to operate their traffic/DUI enforcement grants.

Description

The MPD submitted a grant application for grant funding from the OTS. OTS is offering the grant funding to the MPD.

The grant requested funding under OTS's Selective Traffic Enforcement Program (STEP) Grant. The grant's mission is to reduce the number of persons killed and injured in alcohol involved crashes and other primary collision factors. The funded strategies include conducting DUI checkpoints and DUI patrols. Other operations include targeted patrols for traffic safety along with pedestrian/bicycle safety. These operations are designed to earn media attention with press releases thus enhancing the overall deterrent effect for drinking and driving and obeying traffic laws.

There is money set aside for travel expenses related to training on DUI enforcement.

There is money set aside to purchase bike helmets for children and DUI Checkpoint supplies.

The application included our request to fund the program accordingly:

Personnel & Benefits	=	$73,202
Travel (in state only)	=	$6,000
Other Direct Costs	=	$798
TOTAL REQUEST	=	$80,000
Match Amount	=	$-0-

This grant does not require a match of any type (in-kind or cash). It is a 100% reimbursement grant. Funds are first expended by the MPD and then requests for reimbursement are submitted on a quarterly basis. The grant program period will be October 1, 2020 through September 30, 2021

IMPACT ON CITY RESOURCES

Staff is requesting that Council accept the grant award and increase the revenue budget in account 035-1016-324.01-02 by $80,000; and, appropriate the same to Fund 035; and, allow the use of pooled cash until reimbursement from the grant is received. Without grant funding, the operations described in this grant would not get accomplished.

ATTACHMENTS

1. OTS STEP Grant Agreement/Award

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Merced

3. Grant Period
From: 10/01/2020
To: 09/30/2021

4. AGENCY UNIT TO ADMINISTER GRANT
Merced Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $80,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Lance Eber
TITLE: Crime Analyst
EMAIL: eberl@cityofmerced.org
PHONE: (209) 385-4701
ADDRESS: 611 W 22nd St.
Merced, CA 95340

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Stephanie Dietz
TITLE: Acting City Manager
EMAIL: dietzs@cityofmerced.org
PHONE: (209) 385-6834
ADDRESS: 611 W 22nd Street
Merced, CA 95340

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Venus Rodriguez
TITLE: Finance Officer
EMAIL: rodriguezv@cityofmerced.org
PHONE: (209) 385-8547
ADDRESS: 611 W 22nd Street
Merced, CA 95340

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	**9. DUNS INFORMATION**
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	DUNS #: 169211554 REGISTERED ADDRESS: 678 W 18th St CITY: Merced ZIP+4: 95340-4700

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164 AL-21	20.608	0521-0890-101	2020	2020	BA/20	$50,000.00
402PT-21	20.600	0521-0890-101	2020	2020	BA/20	$30,000.00
				AGREEMENT TOTAL		**$80,000.00**

	AMOUNT ENCUMBERED BY THIS DOCUMENT **$80,000.00**
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$80,000.00**

1. PROBLEM STATEMENT

The Merced Police Department (MPD) continues to have concerns and problems with fatal and injury crashes within its jurisdiction. In 2019, the City of Merced recorded 4 fatal traffic crashes, a decrease from 11 fatal crashes in 2018. However, the total number of injury crashes in 2019 was 645, increasing from 618 injury crashes in 2018, and leading to an 8 percent upsurge in the total traffic crashes recorded within our jurisdiction.

During 2019, MPD issued 3,053 tickets for moving traffic violations, as well as 183 administrative traffic citations, and 342 driving under the influence (DUI) arrests, which is a 30 percent increase from the 263 DUI arrests recorded in 2018.

While pedestrian-involved crashes decreased from 71 in 2018 to 60 in 2019, as did bicycle-involved crashes, which decreased from 68 to 49, respectively, nighttime crashes increased from 201 in 2018 to 229 in 2019.

MPD continues to have issues with traffic violations, unsafe and DUI driving within its jurisdiction which results in too many fatal and injury crashes every year. The Department is requesting California Office of Traffic Safety grant funding to drastically reduce these traffic-related issues which are heavily impacting the City of Merced.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10

3. Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	1
7. Send law enforcement personnel to the DRE Recertification training.	1
8. Send law enforcement personnel to SFST Instructor training.	1
9. Send law enforcement personnel to DRE Instructor training.	1
10. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	4
11. Conduct DUI Saturation Patrol operation(s).	18
12. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	18
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	4

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

- Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.

- If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
- If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-21	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$50,000.00
402PT-21	20.600	State and Community Highway Safety	$30,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Positions and Salaries **Straight Time**				$0.00
Overtime				
DUI/DL Checkpoints	164AL-21	$7,000.00	4	$28,000.00
DUI Saturation Patrols	164AL-21	$1,000.00	18	$18,000.00
Traffic Enforcement	402PT-21	$1,000.00	18	$18,000.00
Pedestrian and Bicycle Enforcement	402PT-21	$1,000.00	4	$4,000.00
AL Overtime Benefits @ 7.65%	164AL-21	$46,000.00	1	$3,519.00
PT Overtime Benefits @ 7.65%	402PT-21	$22,000.00	1	$1,683.00
Category Sub-Total				$73,202.00
B. TRAVEL EXPENSES				
In State Travel	402PT-21	$6,000.00	1	$6,000.00
				$0.00
Category Sub-Total				$6,000.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-21	$481.00	1	$481.00
Bicycle Helmets	402PT-21	$317.00	1	$317.00
Category Sub-Total				$798.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$80,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
AL Overtime Benefits @ 7.65% - Total Benefits 6.20% Social Security 1.45% Medicare
PT Overtime Benefits @ 7.65% - Total Benefits 6.20% Social Security 1.45% Medicare
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Lifesavers 2021 Conference. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28 traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.
Bicycle Helmets - Helmets to be distributed during bicycle rodeos and other bicycle safety related events.
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

CERTIFICATIONS AND ASSURANCES
HIGHWAY SAFETY GRANTS
(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place State in a high-risk grantee status in accordance with 49 CFR 18.12.

The Officials named on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include but are not limited to the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 49 CFR Part 18- Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION
(**applies to subrecipients as well as States)**
The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
• **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
• **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
• **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
• **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
• **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
• **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
• **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
• **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

• **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

• Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

• Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

• Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

• Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

• Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The state will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)
None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)
Instructions for Primary Tier Participant Certification (States)
1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.
Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT
(applies to subrecipients as well as States)
The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)
The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE
In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING
In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director, Fiscal Official or Authorizing Official must sign and return it with the Grant Agreement.

Grant Details	
Grant Number:	PT21123
Agency Name:	Merced Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	$80,000.00
Authorizing Official:	Stephanie Dietz
Fiscal Official:	Venus Rodriguez
Grant Director:	Lance Eber

Current GEMS User(s)

1. Lance Eber
Title: Crime Analyst
Phone: (209) 385-4701
Email: eberl@cityofmerced.org
Media Contact: Yes

2. Deborah Richardson
Title: Accountant II
Phone: (209) 385-6930
Email: richardsonde@cityofmerced.org
Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by:	Date:
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.	
Signature	Name
Date	Title

ADMINISTRATIVE REPORT

Agenda Item I.6. Meeting Date: 8/3/2020

Report Prepared by: Deneen Proctor, Director of Human Resources

SUBJECT: Extension of the Memorandum of Understanding with Merced Association of Police Sergeants for the Term of January 1, 2020 Until June 30, 2021

REPORT IN BRIEF
Considers approving the extension of the Memorandum of Understanding with Merced Association of Police Sergeants for the term January 1, 2020 until June 30, 2021.

RECOMMENDATION
City Council - Adopt a motion approving **Resolution 2020-54**, a Resolution of the City Council of the City of Merced, California, approving Memorandum of Understanding with the Merced Association of Police Sergeants and authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

ALTERNATIVES
1. Approve, as recommended by staff; or,
2. Deny; or
3. Refer back to staff with instructions.

AUTHORITY
Resolution No. 80-106 - Resolution of the City Council of the City of Merced establishing an Employer-Employee Organizations Relations Policy.

Meyer Milias Brown Act.

CITY COUNCIL PRIORITIES
As provided for in the 2020-2021 Adopted Budget.

DISCUSSION
The City's negotiations team and the Merced Association of Police Sergeants have completed the collective bargaining process and have reached agreement on an 18-month extension of the existing contract. Due to the economic uncertainty that has come as a result of the COVID-19 pandemic, both parties acknowledge that an extension of the current MOU will be in the best interest of both the City, and the Association. The agreement will provide stability during the unprecedented times the City is facing. The extension is consistent with City Council direction and provides a re-opener for base wage increases contingent upon:

1. Mid-year positive general fund balance report

Unless a provision of the current MOU was set to sunset, all other provisions of the 2019 Memorandum of Understanding will be extended through June 30, 2021. Staff recommends adoption of the Resolution approving the Memorandum of Understanding.

IMPACT ON CITY RESOURCES

No additional budget appropriation is necessary.

ATTACHMENTS

1. Resolution 2020-54
2. Memorandum of Understanding Side Letter

RESOLUTION NO. 2020 -____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING MEMORANDUM OF UNDERSTANDING WITH THE MERCED ASSOCIATION OF POLICE SERGEANTS

THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That certain document entitled, "MEMORANDUM OF UNDERSTANDING BETWEEN AND FOR THE CITY OF MERCED AND MERCED ASSOCIATION OF POLICE SERGEANTS," effective January 1, 2020, a copy of which is attached hereto and marked Appendix "A," is hereby approved and shall be effective from January 1, 2020 through June 30, 2021.

SECTION 2. All other resolutions or parts thereof inconsistent with Section 1 hereof are superseded.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2020, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Theodora C nnm 7/14/2020
City Attorney Date

SIDE LETTER / MOU EXTENSION
TO THE 2018-2019 MOU
BETWEEN
THE CITY OF MERCED
AND
MERCED ASSOCIATION OF POLICE SERGEANTS

The City of Merced (City) and the Merced Association of Police Sergeants (Association) (Parties) agree to extend and modify the current 2018-2019 Memorandum of Understanding (MOU) via this Side Letter. The Side Letter revises the term of the Agreement, adds a reopener, and shall be in effect only during the term of the MOU and shall sunset on June 30, 2021 and have no force or effect following this date.

EXTENSION OF MOU TERM

Unless a provision of this MOU has sunset or was set to sunset, all other provisions of the 2018-2019 MOU are extended to June 30, 2021.

WAGE REOPENER

The parties acknowledge that the COVID-19 pandemic has created fiscal uncertainties not yet known, which may require changes to the MOU during its term. Accordingly, only during the term of the MOU, upon written notice to the other party, the parties agree to reopen negotiations for the sole purpose of discussing base wage increases only, which is contingent upon and only if the following triggering circumstance occurs:

- At Mid-year Budget, the City Council receives a positive general fund balance report from the Finance Officer.

Dated: 07-02-20

FOR THE ASSOCIATION:

REYNALDO ALVAREZ,
REPRESENTATIVE

EMILY FOSTER,
REPRESENTATIVE

Dated: 7-8-2020

FOR THE CITY:

STEVE CARRIGAN,
CITY MANAGER

STEPHANIE DIETZ
ASSISTANT CITY MANAGER

EDWARD DRUM,
REPRESENTATIVE

DENEEN L. PROCTOR
DIRECTOR OF HR

JEFFERY HORN,
REPRESENTATIVE

ADMINISTRATIVE REPORT

Agenda Item I.7. Meeting Date: 8/3/2020

Report Prepared by: Jennifer Arellano, Recreation Supervisor, Parks and Recreation

SUBJECT: Measure Y Fund Allocation in the Amount of $206,525 for Recreation Programming and Park, Zoo, One Time Events and Youth Center Upgrades

REPORT IN BRIEF
Considers how to allocate available Measure Y funds for various park, Zoo, and youth center maintenance and upgrades, one-time events, and new recreation programs.

RECOMMENDATION
City Council - Adopt a motion:

A. Approving the allocation of Measure Y funds in the amount of $206,525 for the proposed park, Zoo, and youth center maintenance projects, one-time events, and new recreation programming; and,

B. Allowing the Finance Officer to make the necessary budget adjustments for the unprogrammed funds of $206,525.

ALTERNATIVES
1. Approve, as recommended by staff; or,
2. Approve, as recommended by Commission; or,
2. Approve, subject to other than recommended by Commission/staff (identify specific finding and/or conditions amended to be addressed in the motion); or,
3. Deny; or,
4. Refer to staff for reconsideration of specific items (specific items to be addressed in the motion); or,
5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY
Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES
As provided for in the 2020-21 Adopted Budget.

DISCUSSION
On June 5th, 2018 voters passed Measure Y, a cannabis business tax to maintain and improve Merced's police, fire, and parks and recreation services. Measure Y provides a source of

independent, locally-controlled revenue from the cannabis industry to improve these city resources. Revenue is broken down by the following: 20% for Police, 20% for Fire, and 20% for Parks and Recreation. The remaining 40% is discretionary to the City Council among Police, Fire, and/or Parks and Recreation.

At the City Council meeting on June 15, 2020 many community members expressed a strong desire to see more youth programming with the Measure Y funding. As a result, the City Council wanted to allocate the 40% discretionary amount collected to date to Parks and Recreation. Since some of the discretionary funding had already been allocated to Police and Fire, the City Council directed staff to backfill the amount from the Revenue Stabilization Fund. Below is the final Fiscal Year 2020-21 additional
budgeted funding for Parks and Recreation:

Revenue Source	Allocation
Measure Y	$273,405
Revenue Stabilization	140,196
Total Allocation	$413,601

Expense	Allocation
General Fund Shortfall	$179,996
Boys and Girls Club Summer Program	20,000
City Summer Program	7,080
Budgeted/Unprogrammed	206,525
Total Allocation	$413,601

At this time, there is $206,525 available to be disbursed and the allocation of the funding should be approved by the City Council. At the July 27th Recreation and Parks Commission meeting the commission discussed staff's recommended budget that includes: one-time events that can safely be done during the Coronavirus pandemic, such as drive-in movies and other drive-thru events, and park and facility maintenance and upgrade projects.

After discussion, Commission approved a modified budget which included removing the McNamara playground upgrade project of $90,000 and reallocating $10,000 toward Sports Complex ballfield lights, shifting the stipends for the youth centers to Personal Protective Equipment (PPE), and utilizing the remaining $80,000 for youth programming, the details of which will be discussed at their next meeting on August 24th.

Both the staff and Commission budgets are attached for your discussion and review.

IMPACT ON CITY RESOURCES

Funds are available within the adopted Fiscal Year 2020-21 budget.

ATTACHMENTS

1. Community Surveys and Feedback
2. Measure Y Full Text
3. Proposed Measure Y Budgets
4. McNamara Concept Site Design
5. McNamara Playground Quote

Community Surveys and Feedback

The following documents outline various community surveys and feedback received from spring of 2019 until now. Additionally, during the Proposition 68 community park design meetings for 3 potential park sites in summer of 2019 there were some overwhelming trends in the park amenities users desired. These were: splash pads, benches, shade over playgrounds and benches, walking loops, picnic tables and shelters, ADA/adventure/natural playgrounds, BBQ's, basketball courts, and volleyball nets.

Pages 2-5 – Youth Council Townhall Survey Highlights Spring 2019

Over 1,000 youth from Merced and Golden Valley High Schools participated in a survey as part of the Youth Council's Townhall events in the spring of 2019. (El Capitan High School was unable to participate due to a last minute facility emergency at the school).

Pages 6-8 – Youth Council Various Events Survey Results 2019

The Youth Council surveyed youth attending their various park cleanup, social, and tabling events in 2019.

Pages 9-12 – City of Merced Parks and Recreation Virtual Programming Survey May 2020

This survey was posted on Facebook to ascertain what kind of virtual programming, if any, the community would like to see. The sample size was very small-17 respondents.

Pages 13-18 – Facebook Post Responses July 2020

These are every single response to a Facebook post asking the question, "If you could create any Parks and Recreation program you wanted, and make any improvement in any park you wanted…what would you create?"

The post was shared on the Parks and Recreation Facebook page, the City of Merced-Home Facebook page and the Merced Zoo Facebook page. The responses were organized into several categories based on reoccurring themes.

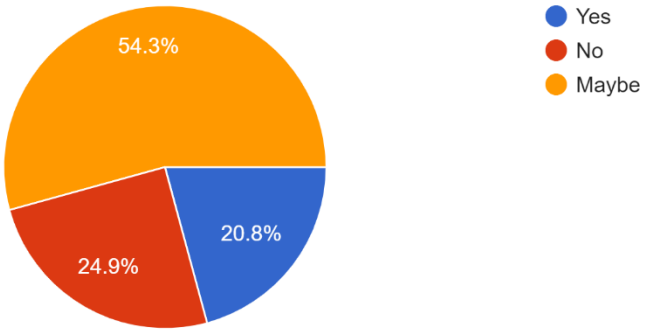
Pages 19-22 – Parks for Teens Article 2015

This is an article outlining some considerations and lessons learned from a park planning process for teens in Boulder, Colorado.

Spring 2019 Youth Council Townhall Survey Highlights

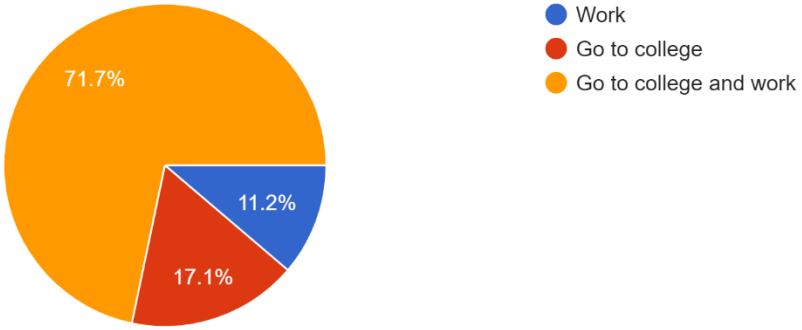
Do you plan to stay in Merced after graduation?

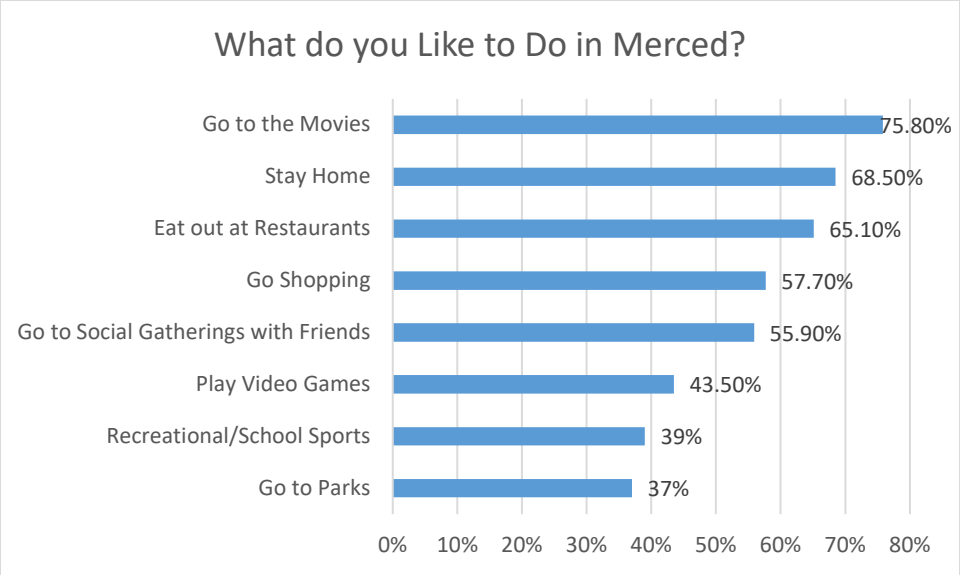
1,063 responses

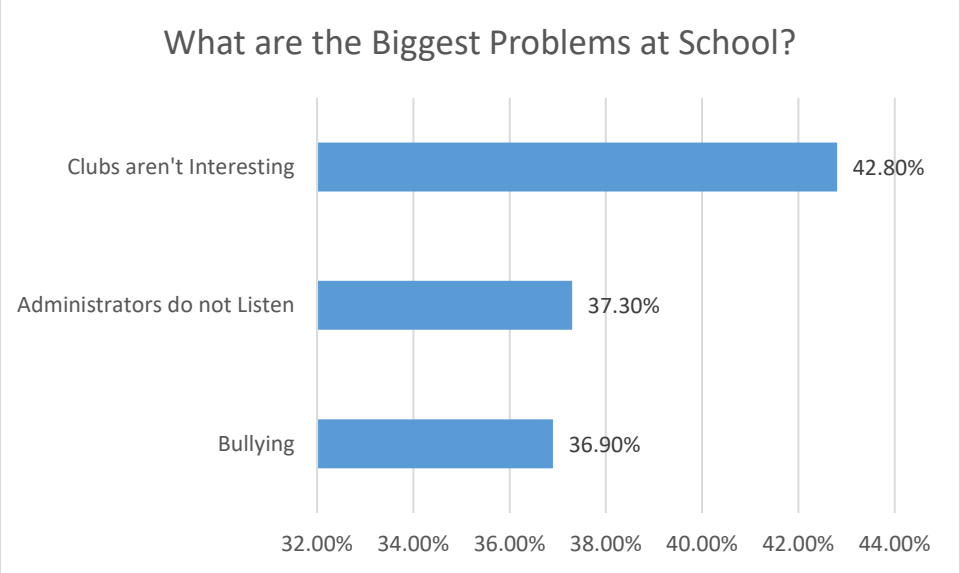


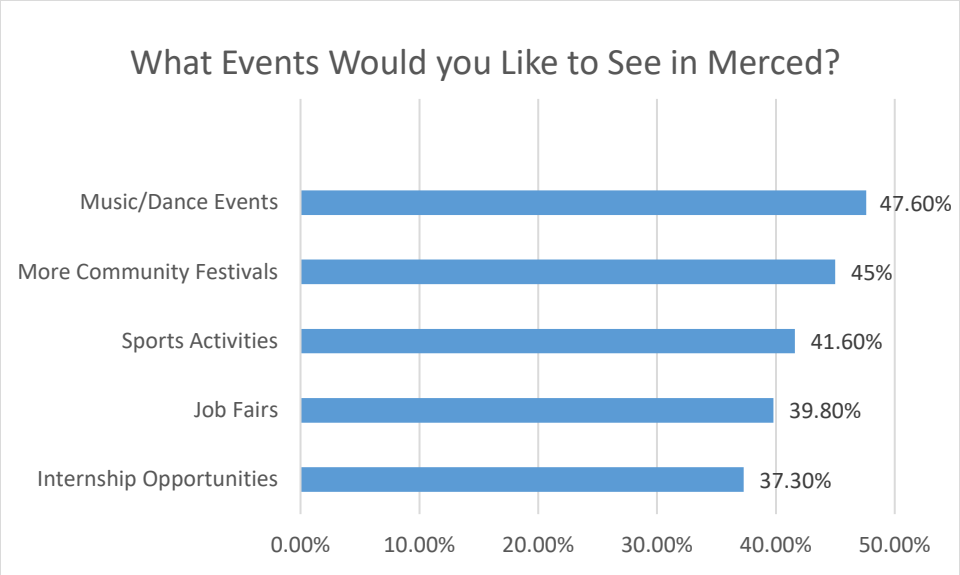
If you answered "yes" or "maybe" to the last question, what would you do after graduation?

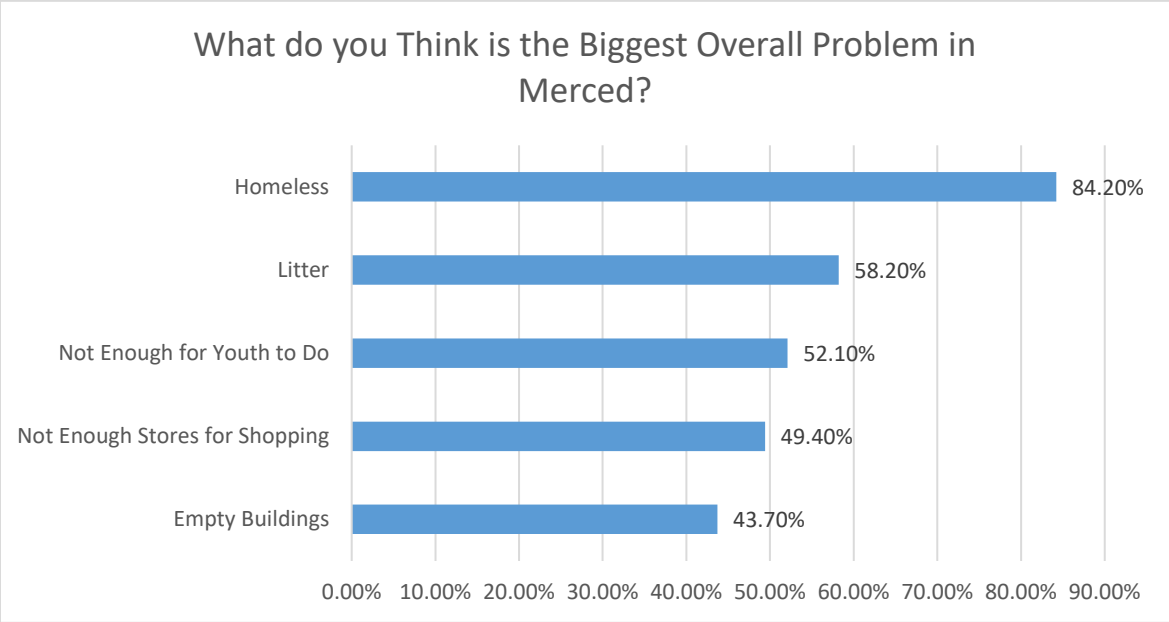
926 responses

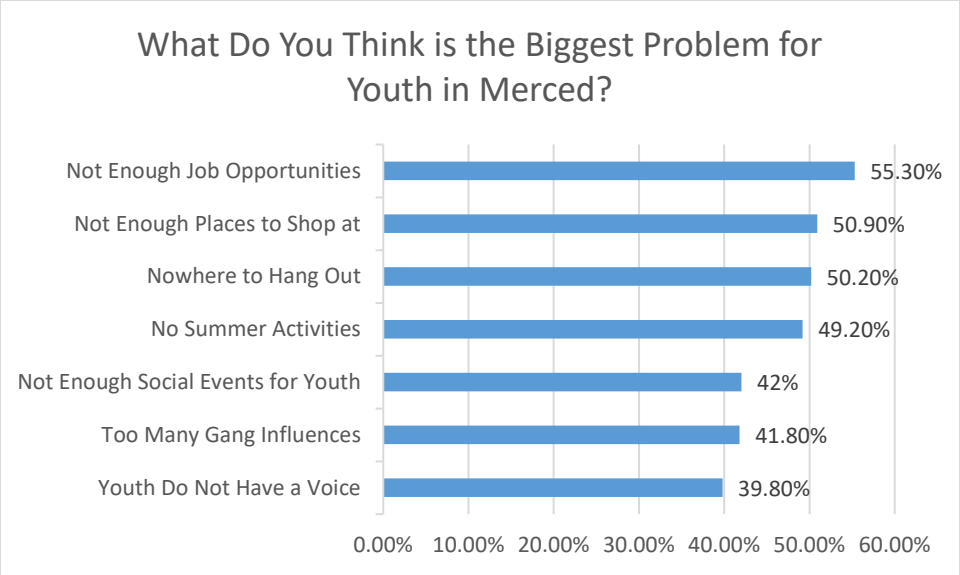


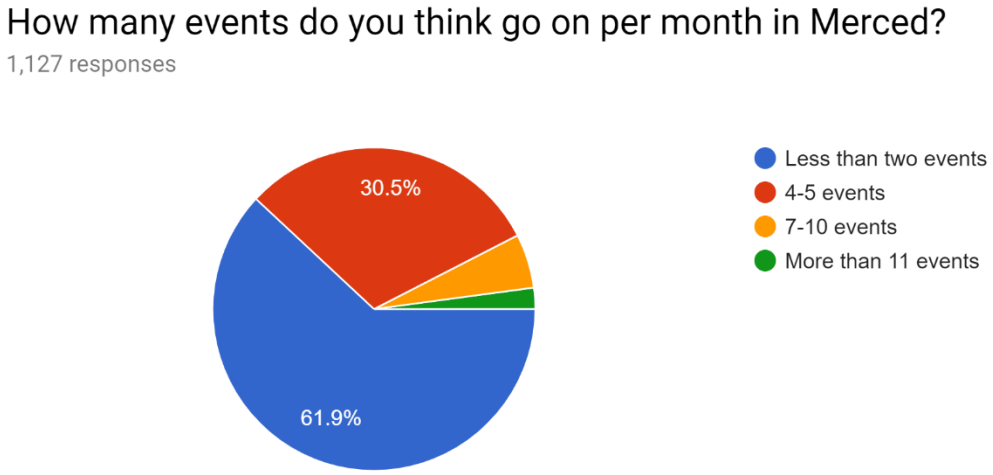

What do you Like to Do in Merced?
Go to the Movies
75.80%
Stay Home
68.50%
Eat out at Restaurants
65.10%
Go Shopping
57.70%
Go to Social Gatherings with Friends
55.90%
Play Video Games
43.50%
Recreational/School Sports
39%
Go to Parks
37%
0%
10%
20%
30%
40%
50%
60%
70%
80%


What are the Biggest Problems at School?
Clubs aren't Interesting
42.80%
Administrators do not Listen
37.30%
Bullying
36.90%
32.00%
34.00%
36.00%
38.00%
40.00%
42.00%
44.00%


What Events Would you Like to See in Merced?
Music/Dance Events
47.60%
More Community Festivals
45%
Sports Activities
41.60%
Job Fairs
39.80%
Internship Opportunities
37.30%
0.00%
10.00%
20.00%
30.00%
40.00%
50.00%


What do you Think is the Biggest Overall Problem in Merced?
Homeless
84.20%
Litter
58.20%
Not Enough for Youth to Do
52.10%
Not Enough Stores for Shopping
49.40%
Empty Buildings
43.70%
0.00%
10.00%
20.00%
30.00%
40.00%
50.00%
60.00%
70.00%
80.00%
90.00%


What Do You Think is the Biggest Problem for Youth in Merced?
Not Enough Job Opportunities
55.30%
Not Enough Places to Shop at
50.90%
Nowhere to Hang Out
50.20%
No Summer Activities
49.20%
Not Enough Social Events for Youth
42%
Too Many Gang Influences
41.80%
Youth Do Not Have a Voice
39.80%
0.00% 10.00% 20.00% 30.00% 40.00% 50.00% 60.00%


How many events do you think go on per month in Merced?
1,127 responses
30.5%
61.9%
Less than two events
4-5 events
7-10 events
More than 11 events

2019 Youth Council Events Survey Results

Question 1 & 2 (what changes/events would you like to see in Merced)

- Smoother streets
- More recreational space ***
- Less trash in streets, highways, parks, etc. ***
- More focus on the homeless***
- Better bathrooms in public areas
- Fixing parks
- Safer places for kids to hang out
- More parks
- More sports activities
- More youth related activities
- More store choices ***
- More restaurants
- Better medical service
- Ways to get kids more involved
- More buildings for activities
- More merced based events
- More investment in the youth
- Invest more money in the city to improve conditions and look
- Skate park
- Funding of high school sports
- More baseball fields
- Fixing up the mall; making it better
- Bowling alley in Merced
- More stores/ businesses in El Cap area
- Downtown area given more attention
- Want Merced to be "updated" ***
- More safe events on the south-side ***
- Arcades
- Less poverty
- Fix up Roller Land
- Water Park ***
- More trees/ green
- Restoring old buildings downtown/ making them look nicer
- An Escape Room
- More Bike Paths
- Drive in movies
- Bands/ small concerts
- Diner

Question 3: (what areas/ parks need special attention)

- Fahrens
- Skate Park
- Davenport Park
- Bike paths
- Roller Land
- Lot across Raleys could be used for something
- Downtown***
- Places around the mall
- Rahilly Park (restoring color)
- Applegate Park
- Schools
- Main Street
- Applegate Zoo
- Parks by Black Rascal
- South Side***
- Football Fields
- Merced Mall
- Burbank Park
- Parks in general ***
- El cap area too plain
- Bear Creek basketball court
- McNamara Park
- Rivera Area
- Theatre
- Kiddie Land
- Dog Park
- Roads
- Loughborough

Question 4: (what are some issues that youth face)

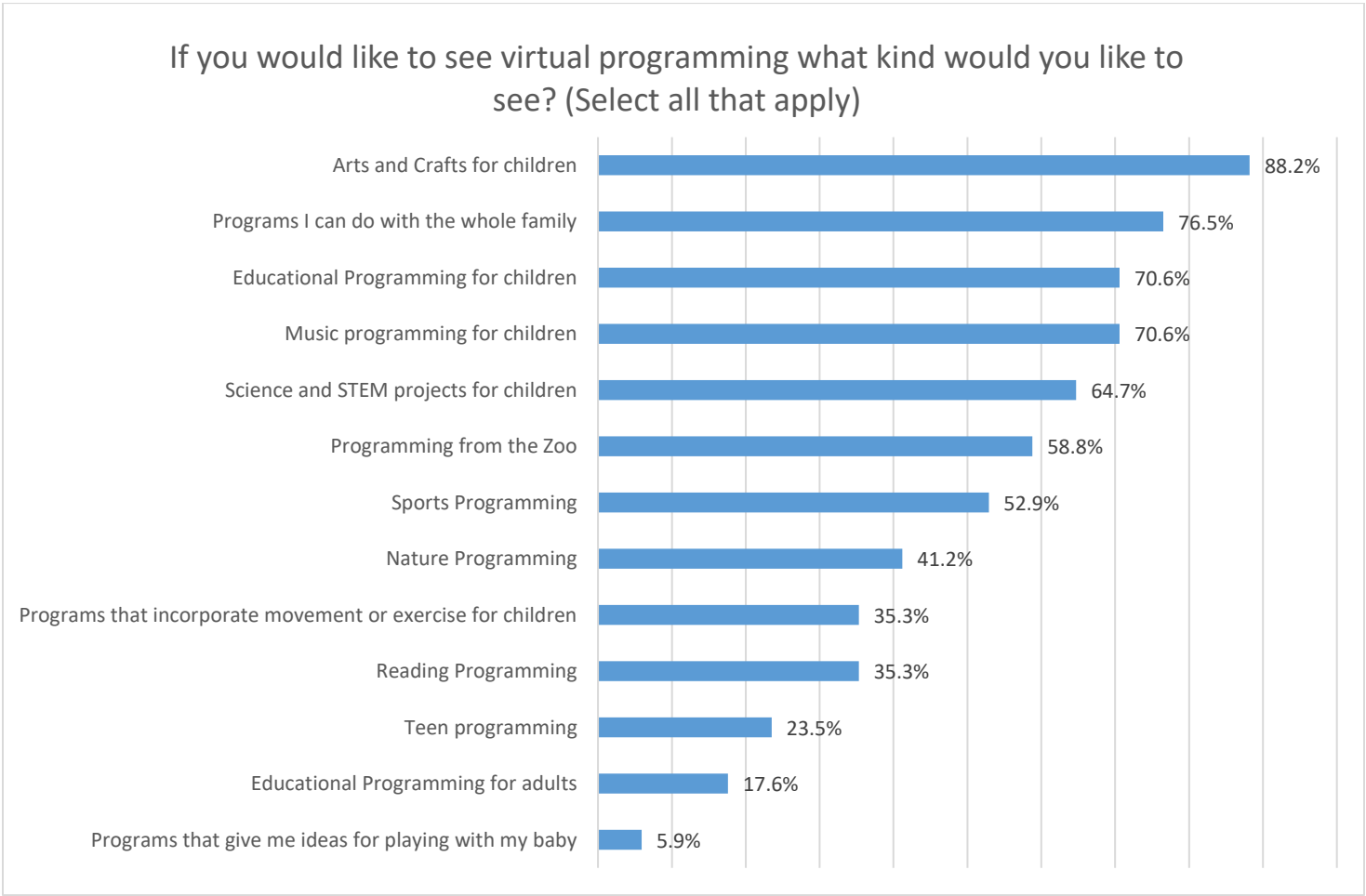
- Bullying ***
- No transportation ***
- More things at school***
- Employment
- Family issues
- Peer pressure***
- College
- Social media
- Depression
- Mental issues
- Lack of youth support
- Not being heard
- Grades
- Lack of money
- Stress ***
- Gang violence
- Drugs
- No involvement in community activities and decisions
- Abuse
- Poverty
- Racism
- Not enough free time
- Too much homework
- Not knowing what's going on
- Lack of leadership opportunities
- Scared to be outside after dark because of crime levels***
- No places out of the house to go to ***
- Unsafe neighborhoods
- Obesity
- Not being able to express themselves
- Social media addiction
- People underestimating the youth

City of Merced Parks and Recreation Survey May 2020

Would you like to see Merced Parks and Recreation virtual programming?

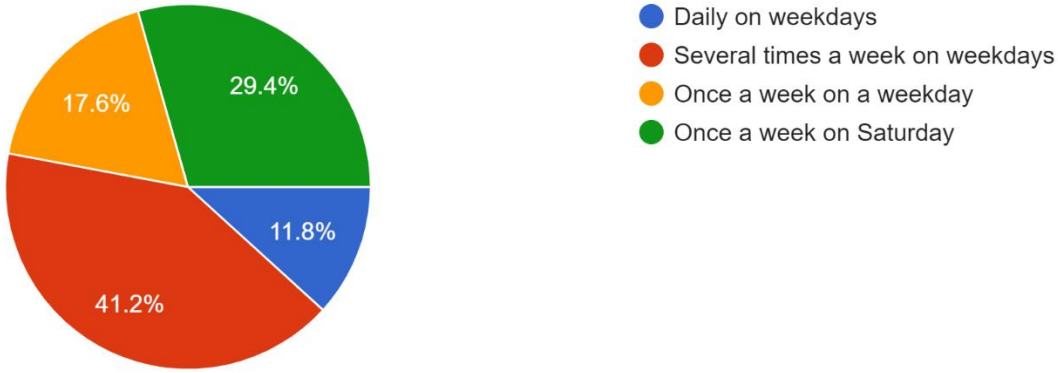
17 responses





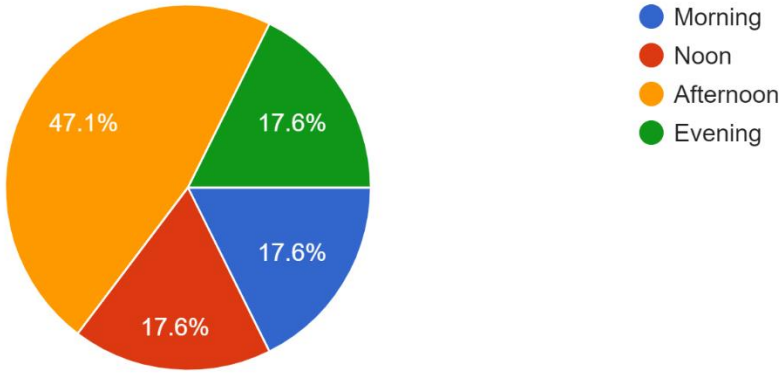
How often would you like to see programming?

17 responses



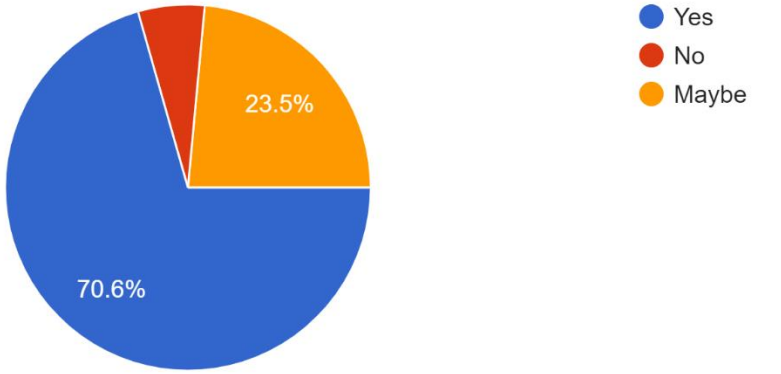
What time of day would you like programming?

17 responses



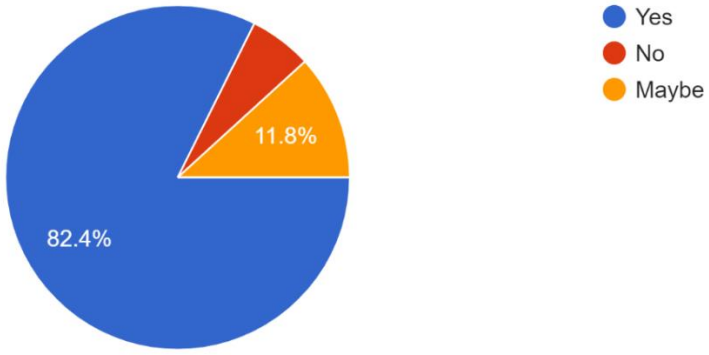
Would you like drive by events?

17 responses

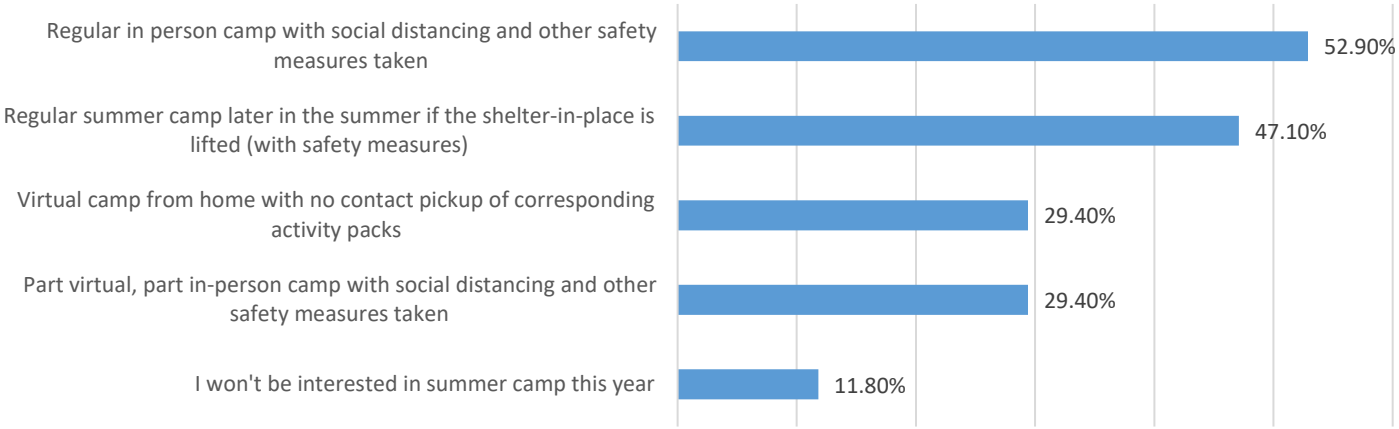


Would you like a no contact pick up for supplies for things you could do at home?

17 responses



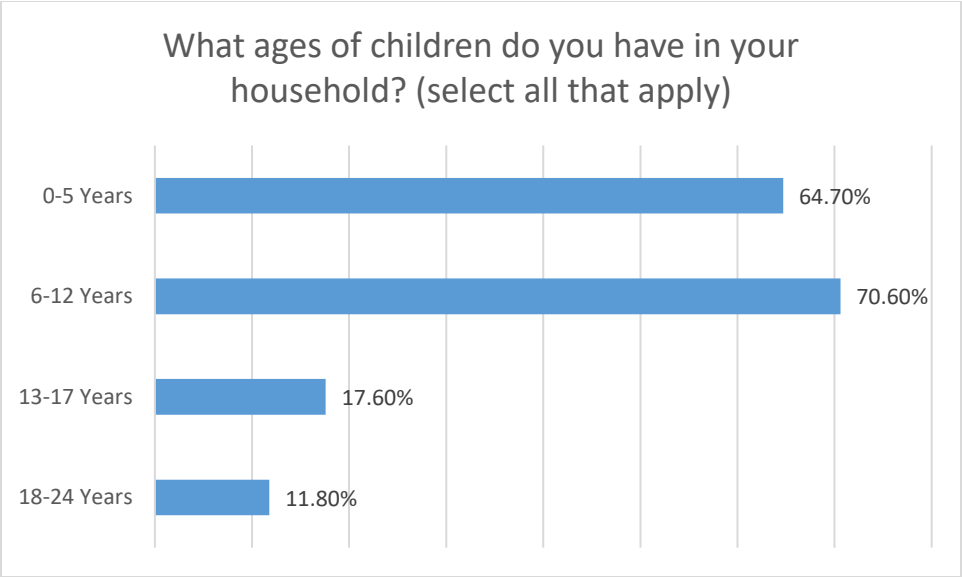
We are looking into various options for holding our regular Summer Camp for Kindergarten through 6th graders- which of the following options would you be interested in? (select all that apply)



What would you like to pay for virtual programming?

17 responses





Thank you for taking the time to answer this survey. Is there anything else you would like us to know?

6 responses

Thank you for trying to keep the community together and help us interact with our children

My daughter is 12. 6-12 is a huge range.

The pay question is difficult ultimately to answer as it would depend on class. Science class if we had to pick up supplies I would expect to pay more etc.

My son really enjoyed the swimming lessons in the past years. I know it's been cancelled this year but hopefully the swimming pool would be open when it's safe to do so.

Yes programs that help children with learning disabilities.

Any info regarding existing in-person programming such as recreational sports

July 8, 2020 Facebook Post Responses

If you could create any Parks and Recreation program you wanted, and make any improvement in any park you wanted... what would you create?

Splash Pads, Playgrounds, Shade & ADA

Splash pads. I feel for the kids!

Parks that have water for kids to run through. It's too hot to go to the park some days

A large undertaking but our city should build our own water park! We could generate in the positive to then fund our other city programs. Plus, we could create jobs, offer entry-level jobs for our youth, and give families more things to do in our town. 🤩

Water slides!!

More splash pads!

Splash pads, heated community pools with free water aerobics and swim lessons

Updated play grounds for all parks, more skate parks, more water parks, and more family friendly activities.

No more wood chip playground; soft turf is nice. A large shade over the playground,

maybe some misters on really hot days

Absolutely more splash pads and shade. Bathrooms at more parks. No more wood chips. A community center with classes. My kids say- keep them cleaner and have more swings and more things to climb on.

A shade structure over the playground and/or party hut at Bob Carpenter Park on Silverado/Parsons in Merced. The trees there provide so little shade where it is needed. It's an amazing small playground, but the lack of shade is unbearable at times. Putting in a volleyball net would be awesome too! That park is always used for volleyball closer to the fire station side.

Handicap accessible items/structures, shade coverings, and splash pads at all parks instead of creating something new. This way all citizens of Merced have the access in their local neighborhood parks.

I would like to create more picnic areas and seating closer to the playgrounds. But specially making them shaded areas. Also I'd like to have small outdoor party venues if not remodel the ones there already with family friendly paint. Mini water splash areas. I think small vendors or a small store with ice cream and other healthy snacks and drinks would be handy too.

1. Adventure Playground
2. Play Café (I would pay $$ for coffee, believe me… money for the dept, plus additional jobs?)
3. Shade. Just…shade.

This was discussed on here before…we were trying to get wheelchair swings installed in some of the parks…don't know if it ever happened.

A discovery indoor play area that we could either pay monthly or the day we go. Which could include a playhouse area, outdoor area, play house, grocery store etc.

What about the dilapidated playground equipment in Fahrens Park. The children in this area deserve a nice playground. This area still had sand and never received the bark that all the other parks have which is hazardous because the sand level is depleted.

Wheelchair swings

Tumble time park for toddlers

Multi family eat and play park...lots of shading for summer valley heat.

How about a handicap accessible park. I see them in bigger cities. Also, I completely agree with shade coverings over play structures. Is the plY ground equipment ever deep cleaned or sanitized? Just curious. Thank you!! City of Merced Parks and Recreation wonder if people would volunteer or maybe organizations. Kinda like adopt a playground like they have adopt a hwy or adopt an animal at the zoo.

It would be very easy to install a handicap accessible swings at every park. That would be great so you don't have to drive all the way across town to get to the ones on the south side

Spray parks at every park. More shade trees. A community center that offers classes including preschool and an indoor swimming pool open year round.

A Public pool like they have in Bend, OR.



Waymarking

Juniper Swim & Fitness Center - Bend, Oregon - Public Swimming ...

Visit



Sports Fields & Sports Programming

I would immediately add Futsal courts to Applegate and a few other parks!

unitytennis.net

https://manteca.bigleaguedreams.com/

An obstacle course for people to train at for spartan races.

A workout theme park for older children/kids would be a great incentive for all kids who want to workout to improve their health and physical being. And also an innovated way to introduce kids to exercising equipment that will make them excited to workout. Especially beneficial for kidos who don't have a gym membership.

It would be awesome to have a playground at the sports complex on Wardrobe ave.

Improve all parks!!! Basketball, baseball, soccer, football every sports needs something nice to be played on. But fix it the right way, the best soccer complex we have made in Merced is not done right, has hills all over, balls going over to neighbors houses and damaging their property. Lights don't even lighten entire park correctly.

Merced Tennis Center UnITY Tennis-Merced's own tennis program

Futsal courts!

Tennis courts back in Applegate Park.

Model the softball for seniors program after the way they do it in Modesto. They have try outs, coaches draft their players so all teams are equal within age groups. Teams can add players from extras waiting to play so there are no forfeits. It's all about playing. Guys can play several games a night if teams are in need. No trophies. Only a BBQ dinner at the end.

If its improving existing facilities, adding futsal goal cages under basketball courts would be good too

More city sponsored recreational Sports for kids. Seasonal recreation leagues, even if they're developmental, keeps kids busy and families healthy. The City of Campbell has a great model to reference and has similar population and resources.

Have sand volleyball courts at one of the parks, with weekly maintenance to maintain the quality of sand. Would be a great park activity for families, and even the opportunity to have group play for weekly hangouts that are healthy. The City of Folsom has a great model to reference and the population and resources are about the same as Merced.

Newly paved, lined state of the art Basketball 🏀 Courts with full court play ability along with bleachers for spectators. Splash pads are always good too 👍Also an City run outdoor football field that can be used by local youth sports instead of solely relying on the School fields.

and Hand ball courts

Soccer complex with multiple fields for all ages, with a community center. 💯🙏 Or a Athletic Skills Garden

https://youtu.be/k28U7pPWyj8

Exercise sports training equipment park for ages 6+

Tennis courts! There's a program with 50 kids and 30 adults but have to play at the College.I have just the spot for it too... M St. And Cardella would be ideal.



The addition of batting and pitching cages at Youth Sports Complex and Joe Herb Park.

I would build a playground that is all inclusive with a miracle league baseball diamond for kids/adults with special needs to have a baseball program just for them.

the young people I work with have said they would like to add on to the youth sports voucher program, lights at the new skatepark, a water fountain at the new skatepark. amongst other ideas they have had.

Applegate Park Zoo

Art art art. I dont know maybe paint night with the animals.

Yes with the park there and the grass there is a beautiful place not much shade! (zoo)

Murals painted in the animal enclosures to make them look more like natural habitat.

Sell benches or trees for around the park and zoo for donations with plaques

First I would grow the zoo and then we would have Zoo Camp once a month.. the zoo needs to triple in size at the very least .

Larger and more natural habitats, so children can understand that animals don't live in cages.

Any chance for a zoo tax here like Fresno's to expand animal habitats and make them more like where they would live in nature.

I also think a white elephant fund raiser and a high tea are fundraising ideas for zoo

Redo the gift shop for hands on experience with a video that teaches kids about the different animals at the zoo, how they got there and what to do to help =]

Updated and Clean park bathrooms .... Also maybe bring more color and animals to the Applegate park,. It's at the heart of the town and has so much potential.

Merced Zoo Safari & Merced Zoo Jurassic
This would be a Youth Program & Seniors Program to help draw attention to the Merced Zoo to help bring in more funding as well as attention to the zoo.
Invite guest in that own exotic animals to introduce them to the guest while sharing the importance of them and why zoos are important to help keep these creatures safe and continue to prosper without the fear of harm.
Expanding the zoo would be great to so you could offer more exhibits and add more interesting or interactive zones for families to take part in.
When I held Jurassic Gustine Day at our museum we had over 100+ new guest come from all over the valley and the Bay Area to check out some Dino statues and stayed for tours & spending on souvenirs.
The Zoo can be a real hotspot and great for the city.

I am pushing to turn the gift shop into more exhibits like more hands on stuff :) I am going to keep bugging them :p

Dinner with the animals. More animals.

Repaint the zoo! Brighter colors, draw interest! It gets hidden with brown!

Bathrooms, Homeless and Park Upgrades

Update or add bathrooms to all parks. Keep trash bins available and maintained. Keep landscaping maintained. It's not too much to ask

And please update and upgrade kiddie land

I would like to suggest that the city explore a partnership between homeless agencies and the PD to work with the homeless to encourage them to be better stewards of public places. In fact, a community wide campaign to encourage everyone to be better stewards. It's disheartening to go anywhere, let alone a park and see garbage and vandalism.

How about a Merced City Boxing Club, I would volunteer to Coach 2 days per week while implementing life lesson plans as part of being a member. As for the Homeless, a lot of the homeless congregate at the parks because many religious organizations and people feed them there and they don't want to miss a meal. I was homeless for 3 1/2 years and I knew what time and what parks to be at to eat. I'm not saying that is the only reason but Merced had no soup kitchens or anything else to motivate one to leave. Furthermore most of the religious organizations that used to feed us have better kitchens than most restaurants and are fully capable of running a soup like kitchen but the truth of the matter is they don't want them around either. Remember I said "Most" religious organizations not all. Again speaking from my experience previously being homeless in merced but there are many reasons why people are homeless.

Get all the homeless out of the parks, It’s a disgraced what the homeless have done to our parks. They shouldn’t be in any of our parks and you guys let them

I like a lot of the ideas already posted. I'll reiterate, update the bathrooms, also maybe consider converting some parks to draught friendly that could include some hardscapes and turf or alternative materials. In addition, how can we as a city address the parks in south side Merced that are under Mella Roos from decades ago? There is no upkeep of those parks. Is there NOTHING Parks and Recs can do?

Bathrooms at every park! It’s miserable to walk (or drive) to the park with little ones, and then have to quickly leave because they urgently have to go potty!

Dog Park

Just took our dog to the Merced dog park. What a disgrace. Will not go back

A better maintained dog park with at least 2 more additional benches .

Other Ideas

We need more mentoring programs for our youth. Big brothers, big sisters something like that

A Merced Metropolitan Park, like a Grant Park (Chicago), Central Park (New York), or Golden Gate Park (San Francisco) in North Merced off of G Street. From the Hospital all the way to Bellevue. We can preserve land for the enjoyment for Merced residents for hundreds of years to come. Let’s build more homes while preserving land for beautiful parks. Gotta have that balance

Bike-friendly suspension bridge crossing Bear Creek somewhere between G and McKee (Glen or Parsons).

An internship outreach program, or a social service staff member who could go with police on calls when requested

A wine area for mammas with massage chairs to sip and relax while we keep an eye on the littles who suck the life out of us

Can we start by stopping the spraying of dangerous pesticides/herbicide such as round up at our local parks?

Something like https://playmodesto.com/ that. Its an indoor play area for younger kids, maybe up to 10? It could focus more on educational stuff as well

a community center with activities/classes for kids and adults... i grew up with a great one in sunnyvale and my son grew up with a great one in Milpitas

Volleyball, kayaking, and hiking/biking for kids on Merced’s beautiful trails. Outdoor exercise equipment like at the parks in Seattle. it is a glowing gem for the entire county!

A bouldering (rock climbing) area

Parks for Teens: 10 Features Teens Want to See

Published on 02-12-2015 at 10:08
https://www.childinthecity.org/2015/12/02/parks-for-teens-10-features-teens-want-to-see/

In many parts of the world, park designers have turned to nature play as a way to foster connections to nature, increase social and cooperative play, and facilitate more physical activity. In many instances, these parks are designed for pre-teen children.

Like more traditional playgrounds, these spaces often exclude teenagers through their design. Yet in a variety of projects facilitated by Growing Up Boulder – a child-friendly city initiative in Boulder, Colorado, USA – teens have requested parks where they feel welcome and that have design features that can integrate them into a broader public sphere. For example, in a participatory process with Junior Rangers involved in Boulder's open space planning, teens found a city playground at the edge of open space land. Designed for much younger ages, teens found creative means to play with toddler swings and other equipment. In discussion, one of the teens said, "We want parks for teens, too. I am so tired of having moms yell at us."



10 teen-friendly features:

The City of Boulder's Parks and Recreation department and Youth Opportunities Advisory Board asked teens what features they would want to see in city parks. This list is also consistent with Growing Up Boulder's participatory work with teens for public space planning and neighborhood design. Ten of the most consistent features teens in Boulder have requested for public space include:

1. **WiFi** – Teens repeatedly have said they would like a study space with shelter from rain and tables to work in groups. WiFi is a critical aspect of this, as well as for accessing music and other media with phones.
2. **Movie Nights** – Teens like the idea of a central performance space that can show a wide range of movies for all ages and interests.

3. **Food Trucks and Cafés** – From tacos to coffee, teens want access to affordable and diverse food options, representing a variety of cultures and food interests.

4. **Interactive Lighting and Art** – Teens are drawn to interactive spaces, whether they be interactive lights (as found in the New York City's Pulse Park), or interactive sculptures that allow climbing or play. In response to a solar-powered giraffe sculpture, one teen suggested providing a whole field of African animals that were interactive, such as hippo that spits water or a crocodile to climb on. Importantly, teens not only wanted interactive art pieces (that light or are otherwise playful), but they also wanted places where the public could create the art, such as a graffiti wall, mural wall, or inspirational chalk board with questions such as "What do you love about Boulder?" or "What are your goals?" (Growing Up Boulder 2015).

5. **Play Spaces for both Children and Adults** – Many teens want to play, but do not feel free to do so in playgrounds designed with structured equipment for specific ages. Parks that mix play types are more effective at enabling teen play. For example, at Lizard Log Park, designed by Fionna Robbe in Western Sydney Parklands, Australia, large swings that require cooperation also facilitate more teen play. Other types of play spaces that teens request include fields for pick-up games of soccer or ping-pong tables. Younger teens consistently ask for more active forms of play, such as zip lines or parkour courses that allow risk taking (Growing Up Boulder 2015).

6. **Study Space** – As mentioned for WiFi in parks, teens repeatedly request places where they can hang out and complete school work together outside. These spaces could be simple picnic tables that have some shelter from the elements, a grove of trees with tables and benches, or a tree house for teens. In a public space planning project in Boulder, elementary students wanted a treehouse from which they could read, watch the creek, and listen to birds. At the end of the process, teens also said such a place was important for them, stating: "treehouses are for teens, too!" (Growing Up Boulder 2015).

7. **Trees, Flowers, Nature** – Teens also consistently say that they enjoy being in nature while spending time with their friends. In this case, nature often serves as a backdrop for other experiences, but is appreciated for its aesthetic and restorative qualities, nonetheless. Teens envisioned a study space in a grove of trees, which is part of the City of Boulder's new Civic Area plan. Like many of the features in this list, teens wanted to see natural features integrated with other functions, such as studying. Some other examples include a koi pond or a pond with colored lights.

8. **Music Events** – In a small neighborhood park designed for and by teens in Malmö, Sweden, music was an integral feature. The park allows teens to hook up their own phone to a musical system with speakers, lights, and interactive benches, which allow teens to select music, hang out, and dance. There are time and volume limits on these features to respect the neighborhood's needs for quiet and darkness at night. At times, we have heard from teens that they don't go to parks because they are "for little kids." When we showed them the park from Malmö, they said, "can we have one of those here, too?"

9. **Lighting and safety features** – Teen girls in particular, request lighting and emergency call boxes for safety. This can extend the length of time teens have access to the park and can also provide an enjoyable walk through public spaces instead of going around it during dusk or darkness.

10. **Water features** – Teens repeatedly request features for water play with younger siblings and friends as well as water fountains for sound and visual interest. This can be highly designed fountains, such as the Crown Fountain in Millennium Park, Chicago or simple creek play, with boulders to hop across. Many teens with roots in Latin America particularly like fountain features, which bring a cultural consistency from many Latin American plazas.

Fortunately, many of these features are part of contemporary public space designs. As an example, the City of Boulder's recent master plan also incorporates many of these features. A challenge is thinking about how to integrate these features into other public spaces and small parks throughout a city so that teens feel welcome wherever they go.



Why parks are important for teens

As the world's cities become increasingly dense, concerns have emerged at decreasing allocation, types of social interactions, and inclusivity of public space (Day and Wagner 2010, Madanipour 2010). Young people, in particular, are less tolerated in public spaces (Day and Wagner 2010) and can be marginalized in public processes for these spaces (Vivoni 2013). Teen girls, in particular, are isolated from public space (Loukaitou-Sideris and Sideris 2010).

Many people assume that teens want to be separated from the rest of society, but child-friendly research has not found this to be true: teens want to be integrated into public spaces, and they want to see public spaces designed for everyone (Bourke 2015, Breitbart 2014, Derr and Kovács in press). This is particularly significant in the context of adolescent development. When we isolate teenagers from other age groups and parts of society, we increase teen alienation, indifference, dysfunction, and antagonism in the younger generation (Bronfenbrenner and Condry 1970). And it goes against what teens consistently request, which is a place for all ages.

Author: Victoria Derr

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Teens on Toddler Equipment (Victoria Derr); A Place for all Ages (Stephen Cardinale);

Main photo by Sharon Mollerus (/www.flickr.com/photos/clairity/149217672/)

ORDINANCE NO. 2490

AN ORDINANCE OF THE PEOPLE OF THE CITY OF MERCED, CALIFORNIA, ADDING CHAPTER 3.52 TO THE CITY OF MERCED MUNICPAL CODE, APPROVING AND IMPLEMENTING A COMMERCIAL CANNABIS BUSINESS TAX

THE PEOPLE OF CITY OF MERCED ORDAIN:

SECTION 1. Special Tax.

The Commercial Cannabis Business Tax is enacted solely to raise revenue for specific governmental purposes for the City of Merced and not for purposes of regulation. All of the proceeds from the tax imposed by this Ordinance shall be used exclusively to fund local police and fire protection services and parks and recreation services and cannot be spent for any other purpose. Local police, fire protection and parks/recreation services shall each receive a minimum of twenty percent (20%) of the tax revenues annually.

SECTION 2. Purpose.

To impose a tax on the privilege of cultivating, manufacturing, processing, storing, laboratory testing, labeling, packaging, transporting, distributing, delivering, or sale of adult-use or medicinal cannabis or adult-use or medicinal cannabis products by commercial cannabis businesses in the City of Merced. Only commercial cannabis businesses are liable for the tax. It is not a sales tax or other tax levied upon recreational cannabis users or medical marijuana patients, nor is it a tax on real property. These revenues will remain locally-controlled and are not subject to seizure by the State. All revenues are required to be spent in the City of Merced for local police and fire services and parks and recreation services.

SECTION 3. A new City of Merced Municipal Code Chapter 3.52 is hereby adopted to read:

COMMERCIAL CANNABIS BUSINESS TAX

3.52.100 Imposition of Tax.
3.52.200 Definitions.
3.52.300 Payment Obligation.
3.52.400 Remittance.
3.52.500 Payment of Tax Does Not Authorize Unlawful Business or Activity.
3.52.600 Modification, Repeal or Amendment.
3.52.700 Use of Tax Proceeds
3.52.800 Administration.

3.52.100 Imposition of Tax.

A. Tax on Commercial Cannabis Cultivation:

1. Every person engaged in commercial cannabis cultivation in the city limits of the City of Merced shall pay an annual commercial cannabis business tax of up to the greater of (i) $25.00 per square foot of canopy area or (ii) 10% of gross receipts. The canopy area shall be the greater of (i) the maximum

canopy square footage authorized by the State license issued to the commercial cannabis business or (ii) the actual canopy area of the business. In no case shall the canopy square footage not utilized under a permit be deducted for the purpose of determining the tax.

2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis cultivation within the City of Merced city limits for different categories of commercial cannabis cultivation subject to the maximum rate established in subsection (A)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (A)(1).

3. Subject to modification by the City Council as set forth in this subsection (A), the initial rate of the annual commercial cannabis business tax for each person engaged in commercial cannabis cultivation shall, for each such business, be the greater of (i) $7.00 per square foot of cultivation area or (ii) 4% of gross receipts.

B. Tax on Commercial Cannabis Nurseries:

1. Every person operating a commercial cannabis nursery in the city limits of the City of Merced shall pay an annual commercial cannabis business tax at a rate of up to $4.00 per square foot of nursery area. The nursery area shall include all areas of the commercial business that contain cannabis plants in the immature stage as defined by the State.

2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis nurseries within the City of Merced city limits subject to the maximum rate established in subsection (B)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (B)(1).

3. Subject to modification by the City Council as set forth in this subsection (B), the initial rate of the annual commercial cannabis business tax for each person operating a commercial cannabis nursery shall be $0.50 per square foot of nursery area

C. Tax on Commercial Cannabis Manufacturing:

1. Every person engaged in commercial cannabis manufacturing in the city limits of the City of Merced shall pay an annual commercial cannabis business tax at a rate of up to $25.00 per square foot of manufacturing area.

2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis manufacturing within the City of Merced city limits subject to the maximum rate established in subsection (C)(1). The City Council may, by resolution, also increase any

such tax rate from time to time, not to exceed the maximum tax rate established in subsection (C)(1).

3. Subject to modification by the City Council as set forth in this subsection (C) the initial rate of the annual commercial cannabis business tax for each person engaged in commercial cannabis manufacturing shall be $7.00 per square foot of manufacturing area.

D. Tax on Commercial Cannabis Distribution:

1. Every person engaged in commercial cannabis distribution in the city limits of the City of Merced shall pay an annual commercial cannabis business tax at a rate of up to the greater of (i) $5.00 per square foot of building or (ii) 10% of gross receipts.

2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis distribution within the City of Merced city limits subject to the maximum rate established in subsection (D)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (D)(1).

3. Subject to modification by the City Council as set forth in this subsection (D) the initial rate of the annual commercial cannabis business tax for each person engaged in commercial cannabis distribution shall, for each such businesses, be the greater of (i) $1.00 per square foot of distribution area annually or (ii) 2% of gross receipts. .

E. Tax on Commercial Cannabis Retailing:

1. Every person engaged in commercial cannabis retailing in the city limits of the City of Merced shall pay an annual commercial cannabis business tax at a rate of up to 10% on gross receipts for adult-use retail and a rate of up 7% on gross receipts for medicinal retail.

2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis retailing within the City of Merced city limits subject to the maximum rate established in subsection (E)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (E)(1).

3. Subject to modification by the City Council as set forth in this subsection (E) the initial rate of the annual commercial cannabis business tax for each person engaged in commercial cannabis retailing shall be 4% of gross receipts for medicinal retail and 7% of gross receipts for adult-use retail.

F. Tax on Commercial Cannabis Testing:

1. Every person engaged in commercial cannabis testing in the city limits of the City of Merced shall pay an annual commercial cannabis business tax at a rate of up to $1.00 per square foot of building area.

2. Notwithstanding the maximum tax rate established by this chapter, the City Council may at its discretion, at any time by resolution, implement a lower tax rate for all persons engaged in commercial cannabis testing within the City of Merced city limits subject to the maximum rate established in subsection (F)(1). The City Council may, by resolution, also increase any such tax rate from time to time, not to exceed the maximum tax rate established in subsection (F)(1).

3. Subject to modification by the City Council as set forth in this subsection (F) the initial rate of the annual commercial cannabis business tax for each person engaged in commercial cannabis testing shall be $0.25 per square foot of building area.

3.52.200 Definitions.

For the purposes of this Chapter.

A. "Business tax" or "Commercial Cannabis Business Tax" means the tax due pursuant to this Chapter for engaging in lawful commercial cannabis business in the City of Merced.

B. "Cannabis" means all parts of the Cannabis sativa Linnaeus, Cannabis Indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by Section 11018 of the California Health and Safety Code as enacted by Chapter 14017 of the Statutes of 1972. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "cannabis" does not mean industrial hemp as that term is defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

C. "Canopy Area" means all premises that contains mature plants at any point in time; including all of the space within the boundaries. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

D. "Commercial Cannabis Business" means any commercial business activity relating to cannabis, including but not limited to cultivating, manufacturing, processing, storing, laboratory testing, labeling, packaging, transporting, distributing, delivering, or sale of cannabis, medicinal cannabis or a cannabis or medicinal cannabis product, except as related Business and Professions Code Section 19319, and as they may be amended or Health and Safety Code Sections 11362.1 through 11362.45 and as they may be amended.

E. "Commercial Cannabis Cultivation" means any activity, other than a Cannabis Nursery as defined in subsection H, involving the propagation, planting, growing, harvesting, drying, curing, grading, or trimming of cannabis for non-personal use.

F. "Commercial Cannabis Distribution" means the procurement, sale, and transport of cannabis or cannabis products between entities licensed pursuant to the Medical and Adult Use of Cannabis Regulation and Safety Act and any subsequent State of California legislation regarding the same.

G. "Commercial Cannabis Manufacturing" means any aspect of the cannabis extraction and infusion processes, including processing, preparing, holding, storing, packaging, or labeling of cannabis products. Cannabis manufacturing also includes any processing, preparing, holding, or storing of components and ingredients. Cannabis Manufacturing does not include Cannabis Distribution or Cultivation.

H. "Commercial Cannabis Nursery" means a facility that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis for non-personal use.

I. "Commercial Cannabis Retailing " means business, other than a business all of whose sales constitute Cannabis Distribution, where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination for sale, including an establishment that delivers cannabis or cannabis products as part of a sale.

1. "Adult-Use Cannabis Retailing" means any Commercial Cannabis Retailing that does not qualify as Medicinal Cannabis Retailing, such as sales intended for adults 21 years of age and over and who do not possess a physician's recommendation.
2. "Medicinal Cannabis Retailing" means the sale of cannabis or cannabis products that are intended for cannabis patients who possess a physician's recommendation for the use of cannabis.

J. "Commercial Cannabis Testing" means a facility, entity, or site that offers or performs tests of cannabis or cannabis products, and that is accredited as operating to ISO standard 17025 by an accrediting body, and registered with the State Department of Public Health.

K. "Cultivation area" means all portions of the premises deducting therefrom driveways, sidewalks, landscaping, manufacturing area, nursery area, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis business (such as a janitorial closet).

L. "Gross receipts" means the total amount actually received or receivable from all cannabis sales; the total amount or compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit is allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares, or merchandise; and discounts, rents, royalties, fees, commissions, dividends, and gains realized. Included in "gross receipts" shall be all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of the material used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever.

M. "Manufacturing area" means the entire premises utilized for production, preparation, propagation, storage or compounding of manufactured cannabis or cannabis products, directly or indirectly, by extraction methods deducting for non-production portions of the premises, such

as space used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis business (such as a janitorial closet).

N. "Nursery area" means the entire premises utilized for production of clones, immature plants, seeds, and other agricultural products used specifically for the propagation and cultivation of cannabis deducting for non-production portions of the premises, such as space used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis business (such as a janitorial closet).

O. "Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

3.52.300 Payment Obligation.

Except to the extent such tax is prohibited under state or federal law, any entity subject to this chapter must pay the tax rate set pursuant to this chapter. Failure to pay the taxes required by this Section within thirty (30) days after the due date shall be subject to the following penalties:

A. A penalty in the sum equal to twenty-five percent (25%) of the total amount due; and

B. If the tax remains unpaid, an additional penalty equal to ten percent (10%) shall be added on the first day of each calendar month following the month of the imposition of the twenty-five percent (25%) penalty if the tax remains unpaid.

3.52.400 Remittance.

The taxes imposed by this chapter are annual taxes payable in quarterly installments. The tax year for purposes of this chapter runs from January 1 through December 31 of each calendar year. No later than the last day of the month following the end of each calendar quarter (for example, no later than April 30 for the quarter running from January 1 through March 31), each taxpayer shall remit to the quarterly installment.

Where a tax is based on a flat rate per square foot area, the quarterly installment shall be no less than the amount calculated by multiplying the relevant square footage by one-quarter of the relevant annual tax rate. This tax shall not be prorated for square footage only used or permitted for a portion of the quarter, or for a business that was in operation during only a portion of the quarter.

Where a tax is based on a percentage of gross receipts, the quarterly installment shall be no less than the amount calculated by applying the relevant tax rate to the paid based on the actual gross receipts for the quarter.

Where a tax is based on a combination of flat rate per square foot of area and percentage of gross receipts, the quarterly installment shall be no less than the greater of the amounts set forth in the prior two paragraphs.

No later than January 31 of each year, each taxpayer shall file with the city their final tax statement with respect to all commercial cannabis business activities during the prior calendar year. If the total of all installment payments made for the tax year is less than the final annual

tax due, the difference shall be remitted to the city along with the tax statement. If the total of all installment payments exceeds the final annual tax due, then the excess payment shall be applied as a credit against the subsequent year's installment payments.

Any quarterly installment or final tax payment that is not timely made shall be subject to the penalties set forth in Section 3.52.300.

The taxes imposed by this chapter shall be remitted directly to the City quarterly as set forth in this Chapter. Each business shall pay on or before the last day of the month following the close of each calendar quarter, the minimum amount due if square footage versus gross receipts is applicable, and at the end of the fiscal year, any amount owed greater than the amount paid is due and shall be paid on or before the last day of the month following the close of the calendar year. All other gross receipts or square footage tax is due and payable at the end of each quarter. Nothing in this Chapter shall be interpreted to excuse any person from any obligation under any other provision of the municipal code; including, but not limited to, provisions of the code relating to business licensing and business license taxes.

3.52.500 Payment of Tax Does Not Authorize Unlawful Business or Activity.

The payment of any commercial cannabis business tax required under the provisions of this Chapter shall not be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal matter. Nothing in this section implies or authorizes that any activity connected with the distribution or possession of cannabis is legal unless authorized by California and Federal Law. Nothing in this section shall be applied or construed as authorizing the sale of cannabis.

3.52.600 Modification, Repeal or Amendment.

The voters expressly authorize the City Council to amend, modify, change, revise, or appeal any provision in this Chapter as the City Council deems in the best interest of the City without a vote of the people to the extent allowed by law. However, as required by Article XIII C of the California Constitution, voter approval is required for any amendment to Section 3.52.100 that would increase the rate of any Tax levied pursuant to this Chapter above the maximum rates established by this Chapter or to change the services funded by the tax.

The City Council may impose any tax authorized by this Chapter at a lower rate and may establish exemptions, or other reductions as otherwise permitted under state and federal law. No action by the Council under this Section shall prevent it from later increasing the tax or removing any exemption, incentive, or reduction, and restoring the maximum tax rates specified in this Chapter.

3.52.700 Use of Tax Proceeds

Proceeds of the tax shall be deposited in a special fund and available only for expenditures on local police and fire protection services and parks and recreation services, and not for any other purpose.

3.52.700 Administration.

A. The City Manager or the City Manager's designee shall promulgate rules, regulations, and procedures to implement and administer this Chapter to ensure the efficient and timely collection of the tax imposed by this Chapter.

B. The City shall engage an annual audit of all proceeds raised by this measure. Such audit may be combined with any other independent audit engaged by the City.

C. The City shall cause a report to be filed annually as required by Government Code section 50075.3

D. An independent Citizens' Oversight Committee shall be formed to review the revenues and expenditures generated and spent. Said Committee shall consist of seven (7) members, one (1) from each of the six City Council Districts, plus one (1) at-large member from any area of the City, as long as all members are City residents. Nominees shall be appointed by the City Council. Elected officials at any level of government and employees of the City are ineligible to serve as members of the Committee. Members so appointed shall serve without compensation for a term of four (4) years.

The Committee may meet quarterly but not less than once per year to review the revenues and expenditures generated and spent under this Chapter, and provide its findings to the City Council at least once a year prior to budget adoption. Unless modified by City Council Resolution, the Committee shall not have any function, power, or authority other than those expressly provided herein. In no event shall a failure of the City Council or the Citizens' Oversite Committee to take an action required by this Section 5.52.700(E) invalidate any tax collected under this Chapter; however, any court of competent jurisdiction may issue an order to the City compelling the City to comply with this Section.

SECTION 4. This Ordinance shall become effective upon adoption by two-thirds majority of the voters casting votes at the special election on June 5, 2018.

SECTION 5. The City Clerk shall publish this ordinance as required by applicable law. Upon approval by the voters, the City Clerk shall certify the passage of this ordinance by the voters, and cause the ordinance to be codified in the City of Merced Municipal Code.

PASSED, APPROVED, AND ADOPTED BY THE PEOPLE OF THE CITY OF MERCED AT THE SPECIAL MUNICPAL ELECTION HELD THE 5th **DAY OF** June **2018, by the following vote tally:**

YES: 7371

NOES: 2146

OTHER: 683

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM

Interim City Attorney

PROOF OF PUBLICATION

(2015.5 C.C.P)

Proof of Publication of

STATE OF CALIFORNIA)
)ss.
)
COUNTY OF MERCED

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the printer foreman or principal clerk of The Merced County Times, a newspaper of general circulation, printed and published in the City of Merced, County of Merced, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Merced, State of California, under the date of December 14, 1999, Case Number 143600; that the notice, of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

LEGAL NOTICE #4633

PUBLIC NOTICE

Publication Date: 07-05-2018

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: July 5th, 2018

Copy

Legal#4633
PUBLICE NOTICE

PUBLIC NOTICE OF ADOPTION OF ORDINANCE
CITY OF MERCED
ORDINANCE NO. 2490
NOTICE IS HEREBY GIVEN that on June 5, 2018, the people of the City of Merced adopted Ordinance No. 2490, entitled:
AN ORDINANCE OF THE PEOPLE OF THE CITY OF MERCED, CALIFORNIA, ADDING CHAPTER 3.52 TO THE CITY OF MERCED MUNICPAL CODE, APPROVING AND IMPLEMENTING A COMMERCIAL CANNABIS BUSINESS TAX
THE PEOPLE OF CITY OF MERCED ORDAIN:
SECTION 1. Special Tax. The Commercial Cannabis Business Tax is enacted solely to raise revenue for specific governmental purposes for the City of Merced and not for purposes of regulation. All of the proceeds from the tax imposed by this Ordinance shall be used exclusively to fund local police and fire protection services and parks and recreation services and cannot be spent for any other purpose. Local police, fire protection and parks/recreation services shall each receive a minimum of twenty percent (20%) of the tax revenues annually.

A copy of the full text of Ordinance No. 2490 is available for review in the Office of the City Clerk, City of Merced, 678 West 18th Street, Merced, California, and on the City's website at www.cityofmerced.org.
John Tresidder
ASSISTANT CITY CLERK
Publication Date: 07-05-2018

SECTION 2. Purpose. To impose a tax on the privilege of cultivating, manufacturing, processing, storing, laboratory testing, labeling, packaging, transporting, distributing, delivering, or sale of adult-use or medicinal cannabis or adult-use or medicinal cannabis products by commercial cannabis businesses in the City of Merced. Only commercial cannabis businesses are liable for the tax. It is not a sales tax or other tax levied upon recreational cannabis users or medical marijuana patients, nor is it a tax on real property. These revenues will remain locally-controlled and are not subject to seizure by the State. All revenues are required to be spent in the City of Merced for local police and fire services and parks and recreation services.
SECTION 3. A new City of Merced Municipal Code Chapter 3.52 is hereby adopted to read:
COMMERCIAL CANNABIS BUSINESS TAX
3.52.100 Imposition of Tax.
3.52.200 Definitions.
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3.52.400 Remittance.
3.52.500 Payment of Tax-Does Not AuthorizeUnlawful Business or Activity.
3.52.600 Modification, Repeal or Amendment.
3.52.700 Use of Tax Proceeds
3.52.800 Administration.
Ordinance No. 2490 was approved by the qualified electors of the City at a Special Municipal Election held on June 5, 2018 that was certified by the Merced County Registrar of Voters on June 25, 2018 by the following vote:
YES: 7,371
NO: 2,146

Parks and Recreation Department Measure Y Funding Priorities

	Description	Details		Cost
1	**Maintenance & New Equipment**	**$ 119,000.00**		
	1) McNamara Play Structure	Replace existing playground with all new		**$ 90,000.00**
	2) Senior Center Rear Fence	New security fence, maintenance gate & pedestrian gate		**$ 12,000.00**
	3) RecTrac Upgrade	Software/Hardware, Upgrades, Hosting & Training		**$ 12,000.00**
	4) Fahrens Park Benches (5)	1k each		**$ 5,000.00**
2	**Family/Youth Community Events**	**$ 30,412.00**		
	1) Drive-In Movies	Staff & Supply Cost for Per events (1) x ($875) ***Option B: Renting ($3,500)*** Included materials, staff, and renting equipment (1) event		**$ 4,375.00**
	2) Drive-Thru Events (2)	Food Vendors Live Band (Concert/Drive-In) Kits for Kids, Trivia, Car-a-oke (Stay in Vehicle)		**$ 11,037.00**
	3) E-Games Competition/Community Virtual Games	Online or small competitions/Virtual Family Activities		**$ 6,000.00**
	4) Art Classes in the Park (All ages)	Variety of classes offered		**$ 6,000.00**
		Paint night/Street & Graffitti Art		
		Art classes hosted outdoor at local restaurants		
	5) Stephen Leonard, McNamara, 27th & K	Stipends outside the department to Leasees for materials (1K EA.)		**$ 3,000.00**
3	**Zoo (Repairs and Upgrades)**	**$ 15,000.00**		
		Repairs	**Upgrade**	
			Update new electrical breaker and wiring	
		Stainless steel countertop/backsplash and (2) basin sinks installation		
		Resurface office floors		
	Repairs needed to pass USDA inspections	New toilet in barn		
		Metal netting for finches		
		Replace rotten boards and den walls		
		Bear's pool deteriorating		
		Gutter Repairs		
			Subtotal	**$ 15,000.00**
4	**Youth Centers (3)**	**$ 42,113.00**		
	McNamara Misc Repairs	Facility maintenance & upgrades		**$ 3,000.00**
	Stephen Leonard Misc Repairs	New doors/hardware, 3 sets of double doors		**$ 10,000.00**
		Restroom upgrades, (new fixtures, repair floor, lights, paint)		**$ 3,000.00**
		New commercial grade carpet		**$ 10,000.00**
	McCombs Youth Center	Fire Alarm System Panel Replacement		**$ 16,113.00**
			Total	**$ 206,525.00**

To Date Budgeted Available
$ 206,525.00

Measure Y Funding Options for Future Dispursements

	Description	Details		Cost	Available
1	**Maintenance & New Equipment**				TBD
	1) Shade for Play Structures	Add shade to existing playgrounds			
	2) Add Multi-age Water Features to Play Structures	Add water elements to existing playgrounds			
	3) ADA enhancements	Add ADA elements to existing playgrounds			
	4) Playground Repairs	Repair/Upgrade existing playgrounds			
	5) Add benches & picnic tables	Add to exisiting parks/playgrounds/trails			
	6) Add rental picnic shelter(s)	Park(s) TBD			
	7) Add walking loop(s) and/or ADA trails	Park(s) TBD			
	8) Add Exercise Equipment/course	Park(s) TBD			
	9) Add Sand Volleyball Court(s)	Park(s) TBD			
	10) Add water fountain to skate park(s)	McNamara			
	11) Add teen friendly features to existing parks	Park(s) TBD			
	12) Fix water sprayer at Sports Complex	Sports Complex			
	13) Add playground to Sports Complex	Sports Complex			
	14) Downtown Sidewalk game rentals	parter with businesses to rent out			
	15) Enhance trail system	Benches, signage, lights, advertisng & programming			
	16) Upgrade Applegate Park Basketball Courts	Add Bleachers,			
	17) Add Splash Pad(s)	Applegate + Parks TBD			
	18) Replace Wood Chip material at existing playgrounds	replace with more child friendly material			
	19) Add Futsal courts	Park(s) TBD			
	20) Add Basketball Court(s)	Park(s) TBD			
	21) Add Tennis Court(s)	Park(s) TBD			
	22) Dog Park Upgrades/Maintenance				
	23) City-wide greening/walking corridors				
	24) Bob Hart Square Renovations				
	LONG TERM/LARGE SCALE				
	Build Water Park/Ropes Course				
	Build Community Rec Center				
	Develop CP-42 Soccer Complex				
	Add facility to new skate park for skate leisure classes	McNamara			
	Build all-inclusive regional ADA playground				
	Build Teen Park and Center				
	Build Adventure Playground				
	Build Regional Nature Park, Nature Center, Trail System	North Merced-Bellevue Ranch area			
	Bike-Friendly suspension bridge crossing bear creek	near Glen Ave.			
2	**Family/Youth Community Events**				
	Lastertag Event(s)				
	Paintball Event(s)				
	Jr. Zookeeper Program				
	Zoo Camps				
	One-time Zoo Events				
	Tiny Tots @ the Zoo				
	Nightlife @ the Zoo				
	Youth Hunting at WWTP				
	Environmental Education Program at WWTP				
	Birdwatching @ WWTP				
	Stargazing @ WWTP				
	Downtown Themed Event Nights				
	E-Games Festival				
	3-on-3 Basketball Tournament				
	Flag Football 7-on-7				
	Glitz and Glam Teen Event				
	Drive-In Movies				
	Drive-Thru Events				
	X-Games (BMX Competition)				
	X-Games (Skate Competition)				
	American Ninja Competition				
	Buble Run Family Event				
	Color Run Family Event				
	Glow Run/Obstacle Course				
	Art Hop Style Street/Graffiti				
	Art Hop Style Street/Paint Night				
	Art Hop Style Zoo Art/Animal Portrait				
	Family Fitness Event				
	Valentine's Downtown Parent's Date Night/Kid's Play Night Event				
	Family Runs (Color/Bubble/Glow in the Dark)	Organize staggered runs to accomodate guidelines Multiple events througout year		$ 12,500.00	
	Drive In (Movie equipment)	Projection Screen ($22,000) Projector ($9,000) FM Transmitter ($3,000) *May consider purchasing equipment , piece by piece*		$ 34,000.00	
		Repairs	**Upgrade**		
3	**Zoo (See separate tab for full list)**				
	Expand perimeter fence				
	Add new exhibits				
	Repaint exteriors and ad murals & interpretive signage				
	Ad concession stand and picnic area				
	Refurbish existing exhibits to be more natural				
4	**Rental Facilities**				
	Scout Hut Renovations				
	Senior Center Renovations		Landscape back area		
	Youth Sports Complex Lights Upgrade		Field Lights	$ 10,000.00	
	Rossotti Renovations	Add kitchen, add nature center elements			
	Joe Herb Ballfields Renovations	Laser infields			
	Joe Herb Picnic Shelter Renovations				
	Rahilly Shelter Renovations				
	MOAT Renovations	Restrooms, storage areas			
	Soroptomist Shelter Renovations				
5	**Stipends Given Outside of Parks & Recreation Department**				
	Merced Youth Connect				

	Zoo Wish List
1	Zoo Expansion (gates)
	Install new bear exhibit
	Add picnic area/concession stand
	Add animal corridors
2	Adding Playground Structure
	Wood/Nature structure w/water element
3	Update New Electrical-Commerical
	Upgrade breaker panel and wiring
4	Owl wall bowing
	exterior wall rotting/covered with temporary board
5	Exhibit Interpretive Signage
	"animal stories"
6	New Catwalk/demolish old den
7	Upgrade Rossotti Center

	Major Repairs
1	Stainless Steel Countertop
	(2) Basin Sinks
	Fix water pressure
2	Resurface floor in office
3	Repaved sidewalks
4	Drains repair (prevent backup)
5	Gutters repairs
	Roof boards rotten
6	Metal netting for finches
	Prefer metal fencing
7	Bear's Pool (deteriorating)
	Reface (cement)
	Drain in bear's den is broken
	New plumbing
8	Paint Office Interior
	Repaint Hallway Lines
9	New office blinds
11	New toilet in barn
12	New food freezer
13	Turnstyle needs to be enclosed
14	Replace Crusher Dust/Wood Chips as needed

Recreation and Parks Commission Measure Y Funding Priorities

	Description	Details		Cost
1	**Maintenance & New Equipment**	**$ 39,000.00**		
	1) Youth Sports Complex Lights	Upgrade Ballfield Lights		**$ 10,000.00**
	2) Senior Center Rear Fence	New security fence, maintenance gate & pedestrian gate		**$ 12,000.00**
	3) RecTrac Upgrade	Software/Hardware, Upgrades, Hosting & Training		**$ 12,000.00**
	4) Fahrens Park Benches (5)	1k each		**$ 5,000.00**
2	**Family/Youth Community Events**	**$ 30,412.00**		
	1) Drive-In Movies	Staff & Supply Cost for Per events (1) x ($875) ***Option B: Renting ($3,500)*** Included materials, staff, and renting equipment (1) event		**$ 4,375.00**
	2) Drive-Thru Events (2)	Food Vendors Live Band (Concert/Drive-In) Kits for Kids, Trivia, Car-a-oke (Stay in Vehicle)		**$ 11,037.00**
	3) E-Games Competition/Community Virtual Games	Online or small competitions/Virtual Family Activities		**$ 6,000.00**
	4) Art Classes in the Park (All ages)	Variety of classes offered		**$ 6,000.00**
		Paint night/Street & Graffitti Art		
		Art classes hosted outdoor at local restaurants		
	5) Stephen Leonard, McNamara, 27th & K	Stipends outside the department to Leasees for PPE materials (1K EA.)		**$ 3,000.00**
	6) Youth Programming	Details of programming TBD at Recreation Commission August 24th Meeting		**$ 80,000.00**
3	**Zoo (Repairs and Upgrades)**	**$ 15,000.00**		
		Repairs	**Upgrade**	
			Update new electrical breaker and wiring	
		Stainless steel countertop/backsplash and (2) basin sinks installation		
		Resurface office floors		
	Repairs needed to pass USDA inspections	New toilet in barn		
		Metal netting for finches		
		Replace rotten boards and den walls		
		Bear's pool deteriorating		
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			Subtotal	**$ 15,000.00**
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		Restroom upgrades, (new fixtures, repair floor, lights, paint)		**$ 3,000.00**
		New commercial grade carpet		**$ 10,000.00**
	McCombs Youth Center	Fire Alarm System Panel Replacement		**$ 16,113.00**
			Total	**$ 206,525.00**

To Date Budgeted Available

$ 206,525.00

Commission Changes in Yellow

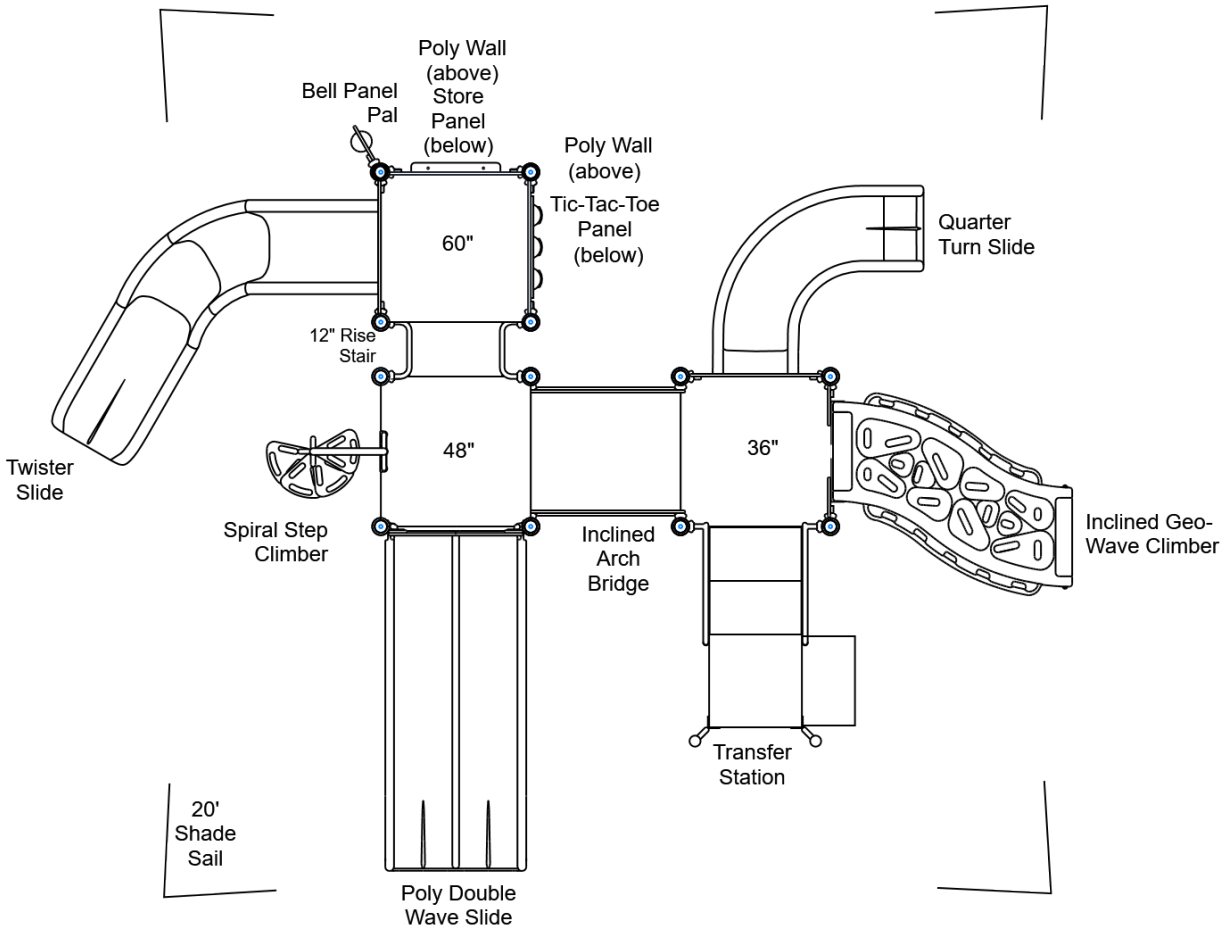
MCNAMARA PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
5	5/3	0	3/2	3/2

R35

FOR KIDS AGES 2-12



GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

STRUCTURE#: R3520913A

PROJECT#: PPT19F0D69A

DATE: 8/5/2019 | DRAWN BY: NLH

MIN. USE ZONE: 36' x 29'

PLAYCRAFT REP:

Park Planet

PLAYCRAFT SYSTEMS

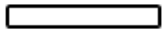
MCNAMARA PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	0/0	0/0

FOR KIDS
AGES
2-12

1307 AGE
APPROPRIATE SIGN



GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

STRUCTURE#: STAPC1307
PROJECT#: PPT19F0D69A
DATE: 8/5/2019 | DRAWN BY: NLH

MIN. USE ZONE: 0' x 0'

PLAYCRAFT REP:
Park Planet

PLAYCRAFT SYSTEMS

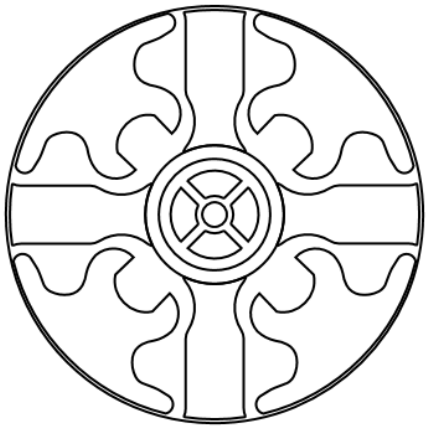
MCNAMARA PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	1/0	1/0

FOR KIDS AGES 2-12

INCLUSIVE MERRY-GO-ROUND



GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

STRUCTURE#: FREPC2496SL

PROJECT#: PPT19F0D69A

DATE: 8/5/2019 | DRAWN BY: NLH

MIN. USE ZONE: 20' x 20'

PLAYCRAFT REP:

Park Planet

PLAYCRAFT SYSTEMS

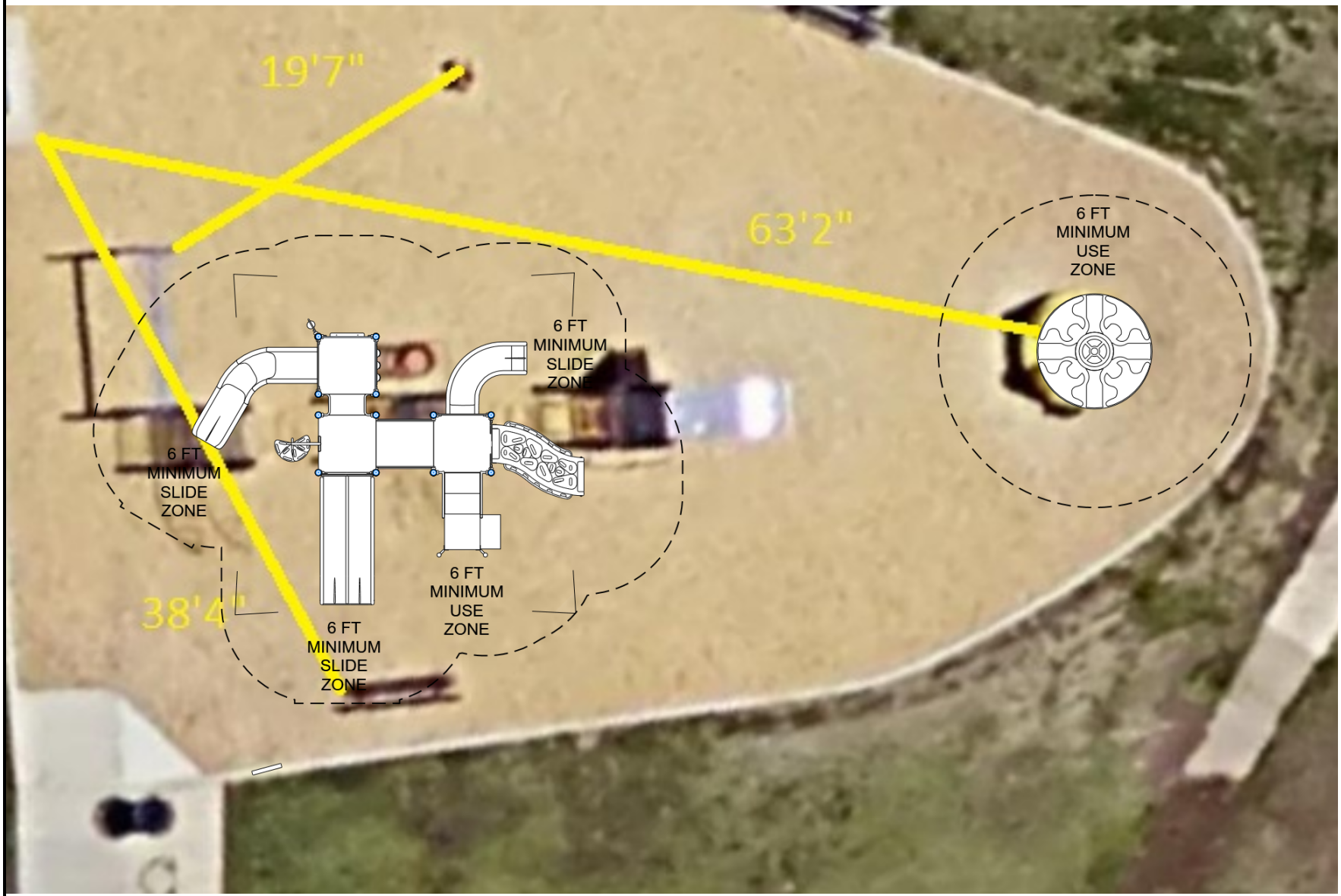
MCNAMARA PARK
SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
5	5/3	0	4/2	4/2

R35

FOR KIDS AGES 2-12



GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

PROJECT#: PPT19F0D69A

DATE: 8/5/2019 | DRAWN BY: NLH

MIN. USE ZONE: 71' x 31'

PLAYCRAFT REP:

Park Planet

PLAYCRAFT SYSTEMS

MCNAMARA PARK

SW VIEW

R35

FOR KIDS
AGES
2-12



STRUCTURE#: R3520913A

PROJECT#: PPT19F0D69A

DATE: 8/5/2019 | DRAWN BY: NLH

PLAYCRAFT SYSTEMS

MCNAMARA PARK

NE VIEW

R35

FOR KIDS
AGES
2-12



STRUCTURE#: R3520913A

PROJECT#: PPT19F0D69A

DATE: 8/5/2019 | DRAWN BY: NLH

PLAYCRAFT SYSTEMS

MCNAMARA PARK

SW VIEW

FOR KIDS
AGES
2-12



STRUCTURE#: STAPC1307

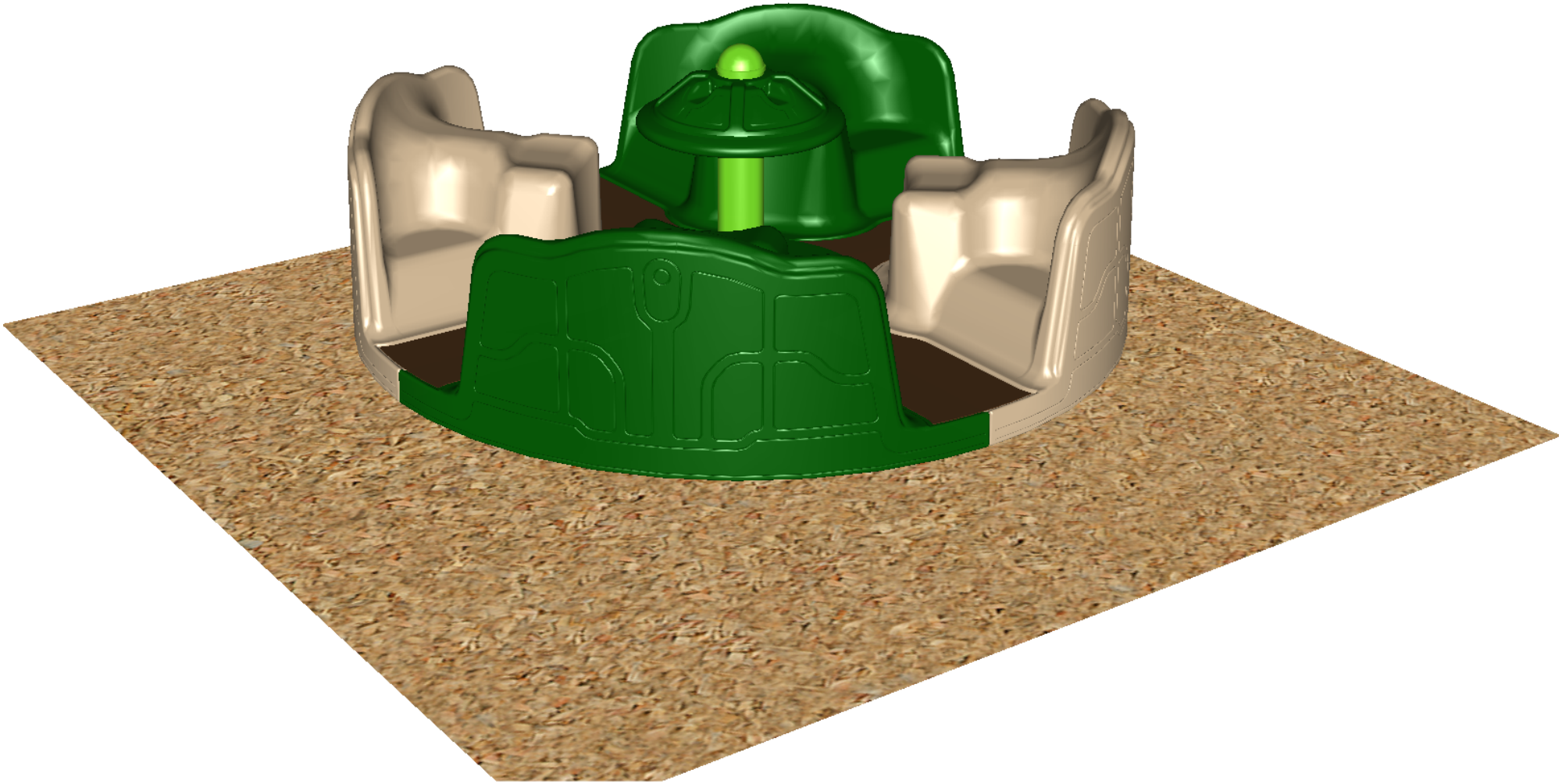
PROJECT#: PPT19F0D69A

DATE: 8/5/2019 | DRAWN BY: NLH

MCNAMARA PARK

SW VIEW

FOR KIDS
AGES
2-12



STRUCTURE#: FREPC2496SL

PROJECT#: PPT19F0D69A

DATE: 8/5/2019 | DRAWN BY: NLH

PLAYCRAFT SYSTEMS

Bill of Materials

MCNAMARA PARK

Project# PPT19F0D69A

8/5/2019

Merced , CA 95341

Item	Description	Quantity
R3520913A		
HS-1004-R35	Collars	36
GG-8135	Dome Cap, R3.5	8
S-1010-R35-10ft	Post, 10ft R3.5	2
S-1011-R35-11ft	Post, 11ft R3.5	1
S-1012-R35-12ft	Post, 12ft R3.5	5
S-1018-R35-18ft	Post, 18ft R3.5	4
S-1101-R35	Square Deck	3
S-1206-12R35	ADA Stairs, 12in Rise w/ Walls	1
S-1209-24-R35	Transfer Station, 36in-R	1
S-1234-4R35	Climber, Spiral Step 42-48in	1
S-1249-DGH	Climber, Incl. Geo-Wave 30-36in (Horiz, DTG Right)	1
S-1301-R35	Poly Wall (Standard)	2
S-1304-R35	Single Slide SitDown Wall	1
S-1309-2-R35	Half Walls (Pair) R35	1
S-1316-R35	Twister Entry Panel	1
S-1514-R35	Bridge, Inclined Arch	1
S-1615-R35G	Store Panel	1
S-1616-R35G	Tic-Tac-Toe Panel	1
S-1661-R35	Panel Pal, Bell	1
S-1702-4R35	Slide, Wave 48in (Double)	1
S-1705-3	Slide, Quarter Turn 36in	1
S-1710-5-LL	Slide, Twister 60in (L2)	1
S-18027-R3520	Shade Sail, 20ft (Over Gap)	1
HS-1007-R35	Extra Hardware	2
STAPC1307		

Bill of Materials (continued)

Item	Description	Quantity
A2-1307	1307 Safety Sign (2-12, Roto)	1
FREPC2496SL		
A2-2496-SL	PC 2496-SL Inclusive Merry-Go-Round	1

QUOTE

Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106
Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

City of Merced
Joey Chavez
678 West 18th Street
Merced, CA 95340

SITE ADDRESS:

City of Merced
Mike Conway 209.564.0235
678 West 18th St
Merced, CA 95340

DATE: 6/16/2020

QUOTE #: Q20-2162

REP: Kasanna@parkplanet.com

PROJECT: McNamara Park

TERMS: Net 30dys / Install

Main #: 209-564-0150

Email: chavezj@cityofmerced.org

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
			OMNIA Partners: National IPA Contract #R170304 City of Merced Member #1038991 Issue PO to: Park Planet 1555 Tahoe Court Redding, CA 96003		
1	Playcraft	PR-R35	Custom Round 3.5 Steel Play System SN: PPT19F0D69A Use Zone: 36' x 29'	29,551.00	29,551.00T
1	Playcraft	A2-1307	2-12 Age Appropriate Sign (Roto)	286.00	286.00T
1	Playcraft	A2-2496-SL	Inclusive Merry-Go-Round w/ Speed Limiter	5,577.00	5,577.00T
8	Jensen Swing Products	SH126	Non Wrap 3 1/2' O.D. Swing Hanger with shackle pendulum	113.00	904.00T
8	Jensen Swing Products	H170	Shackle Special Head 5/16' - 3/8' dia x 1-1/2' bolt	4.75	38.00T
8	Jensen Swing Products	C150	5/16' Short Link Safety Swing Chain - 7ft	46.90	375.20T
2	Jensen Swing Products	S130	Vandal Proof Commercial Swing Seat	33.35	66.70T
2	Jensen Swing Products	S100	Enclosed Infant Seat with Steel Insert	120.00	240.00T
100	Park Planet	Wood Fiber...	Cubic Yards of Wood Fiber -to top off play box after install is complete -if existing wood fiber is found to be in poor condition, it could be recommended that all wood fiber be replaced which would result in a change order price increase.	20.00	2,000.00T
		OMNIA-TX	OMNIA Partners Discount - Formerly Nationally IPA Cooperative Purchasing Agreement Contract ID: R170304	-3,903.79	-3,903.79

QUOTE GOOD FOR 30 DAYS	**SUBTOTAL**
ORDER/DELIVERY INFORMATION: (Unless otherwise specified) Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. At time of shipment the commercial freight company will call to make a delivery appointment.	**SALES TAX (8.25%)** **TOTAL**

Representative Authorized to Order: _____ **Date:** _____

SIGNED QUOTE REQUIRED TO ORDER

QUOTE

Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106
Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:
City of Merced
Joey Chavez
678 West 18th Street
Merced, CA 95340

SITE ADDRESS:
City of Merced
Mike Conway 209.564.0235
678 West 18th St
Merced, CA 95340

DATE: 6/16/2020
QUOTE #: Q20-2162

REP: Kasanna@parkplanet.com
PROJECT: McNamara Park
TERMS: Net 30dys / Install

Main #: 209-564-0150
Email: chavezj@cityofmerced.org

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
		PCF	PlayCraft Freight w/ Liftgate & Pallet Jack **PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L. Offloading is the CUSTOMERS responsibility and is NOT included in shipping costs. Please discuss offloading options with an NSP3 representative PRIOR to placing an order.	2,600.00	2,600.00
1		BDF	BD Freight	585.00	585.00
		JSF	Jensen Swing Freight	200.00	200.00
		Offloading	Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more AND also reach forks is recommended.		
		Install PA	Installation by Park Associates Inc. CA - Lic# 959805 DIR# PW-LR-1000423561 BID AT PREVAILING WAGE Installation assumes normal digging conditions with standard bobcat & auger. IF APPLICABLE: 1.Park Planet installers are not signatory to any unions and will not sign any PLA for the installation of the playground or special playground surfacing. The following supply and/or installation estimates do not include signing a PLA or paying any union labor or fees. All of the labor quoted herein will need to be excluded from a PLA agreement and union labor requirement waived by the purchasing agency, owner or District. 2.Skilled & Trained Workforce – If this project is a Lease Lease-Back, or Design-Build Project, or a contract that triggers the Skilled and Trained Workforce requirements for a Public Works project, please contact Park Planet immediately. The Following estimate for equipment and/or labor does NOT include such compliance. Park Planet and their subcontractors will NOT comply with Skilled and Trained Workforce labor and reporting. Park Planet's portion of work (and our subcontractor's work) will need to fall within an exception or waiver to the Skilled and Trained Workforce requirements or our estimate will not be valid.		
		Install ADD	Demo and haul away existing playground equipment and footings	14,170.00	14,170.00
		Install ADD	Installation of play structure, swing seats, and hardware -includes pulling back and reinstalling existing wood fiber	26,340.00	26,340.00

QUOTE GOOD FOR 30 DAYS	**SUBTOTAL**
ORDER/DELIVERY INFORMATION: (Unless otherwise specified) Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. At time of shipment the commercial freight company will call to make a delivery appointment.	**SALES TAX (8.25%)** **TOTAL**

Representative Authorized to Order: _____ **Date:** _____

SIGNED QUOTE REQUIRED TO ORDER

QUOTE

Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106
Main#: (877) 473-7619
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678 West 18th Street
Merced, CA 95340

SITE ADDRESS:

City of Merced
Mike Conway 209.564.0235
678 West 18th St
Merced, CA 95340

DATE: 6/16/2020

QUOTE #: Q20-2162

REP: Kasanna@parkplanet.com

PROJECT: McNamara Park

TERMS: Net 30dys / Install

Main #: 209-564-0150

Email: chavezj@cityofmerced.org

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
		Install ADD	Offsite disposal of spoils	2,000.00	2,000.00
		Install ADD	Temporary Chain Link Fencing	4,670.00	4,670.00
		Install ADD	Installation of 100CY of new wood fiber to replace what is contaminated during install	4,230.00	4,230.00
		OMNIA-NT	OMNIA Partners Discount - Formerly Nationally IPA Cooperative Purchasing Agreement Contract ID: R170304	-5,151.00	-5,151.00
		BOND	Payment & Performance Bond - *Subject to surety approval	1,949.90	1,949.90
			Note: Client is responsible for location of all underground utilities prior to the install start date. Exclusions: Offloading and storage of equipment. Site preparation including containment border. Marking of any underground utilities and/or obstructions Inspections or applicable permits and fees Removal of obstacles to reach construction site. Bobcat & concrete truck access required. *Additional fees may apply if Bonding or Special Insurance required* **Location and Marking of utility, plumbing and irrigation lines is the responsibility of the customer. Park Planet is not responsible for repairing unmarked underground utilities and pipes.** By signing below you acknowledge and agree to our Contract; Exclusions, Conditions & Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &/or offloading equipment, storing of equipment, removal of packaging accumulated by equipment supplied by others, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts, missing or damaged components & hardware, locating underground utilities; utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades; stable, compacted, & workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools & equipment. Quote assumes all labor to be completed without interruption.		

QUOTE GOOD FOR 30 DAYS

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)
Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. At time of shipment the commercial freight company will call to make a delivery appointment.

SUBTOTAL	**$86,728.01**
SALES TAX (8.25%)	**$2,898.56**
TOTAL	**$89,626.57**

Representative Authorized to Order: _____ **Date:** _____

SIGNED QUOTE REQUIRED TO ORDER

ADMINISTRATIVE REPORT

Agenda Item I.8. Meeting Date: 8/3/2020

Report Prepared by: Ken Elwin, Director of Public Works and Venus Rodriguez, Finance Officer

SUBJECT: Correct Typographical Errors on Fiscal Year 2020-21 Annual Special Tax Rate (Exhibit A) for Community Facilities District (CFD) No. 2003-2 (Services) of the City of Merced

REPORT IN BRIEF

Considers amending Exhibit A of Resolution No. 2020-28, authorizing the establishment of Annual Special Tax Rates for Fiscal Year 2020-21 to correct typographical errors for Improvement Areas 12 and 26.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2020-47**, a Resolution of the City Council of the City of Merced, California, acting as the legislative body of the Community Facilities District No. 2003 -2 (Services) of the City of Merced, amending Resolution No. 2020-28 to correct Exhibit A thereto relating to the Annual Special Tax for said district for Fiscal Year 2020-2021.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to other than recommended by staff (identify); or,
3. Deny; or,
4. Refer back to staff for consideration of specific items as requested by Council; or,
5. Continue to a future meeting.

AUTHORITY

Correct a typographical errors in Exhibit A of Resolution No. 2020-28, which sets the Annual Special Tax Rates for Fiscal Year 2020-2021 for Community Facilities District No. 2003-2 (Services) (the “District”) pursuant to City’s Ordinance 2144, and Chapter 2.5 (commencing with Section 53311) of Part 1 Division 2 of Title 5 of the California Government Code (the “Act”), commonly known as the “Mello-Roos Community Facilities Act of 1982.”

CITY COUNCIL PRIORITIES

As provided for in the 2020-21 Adopted Budget.

DISCUSSION

The Community Facilities District No. 2003-2 (Services) was formed to ensure funding is available for services in areas that are considered new growth. Special tax is collected and used to pay for all or portions of the following services: police and fire protection services, maintenance of parks, landscaping, parkways, open space, storm drain and streetlight.

Pursuant to the Mello-Roos Community Facilities District of 1982 and City's Ordinance No. 2144, City Council by resolution annually set the rates of special tax. The rates of special tax may increase each year by the average of the Consumer Price Index, Urban Wage Earners, and the Clerical Workers category for the San Francisco, Oakland, San Jose and the United States' City averages. The rates are set at the maximum taking into account the 2.434% allowable increase from 2019-20 levels.

On June 1, 2020, Council adopted Resolution No. 2020-28, Authorizing the Establishment of an Annual Special Tax for Community Facilities District (CFD) No. 2003-2 (Services) for Fiscal Year 2020-21 and thereto attached Exhibit A. However, there are two typographical errors within Exhibit A. For Improvement Area 12, the category "Multi-family" rate should be $586.56 instead of $688.96 and for Improvement Areas 26, the category "Other" rate should be $318.96 instead of $138.96 which are referenced therein Exhibit A (corrected).

IMPACT ON CITY RESOURCES

Not applicable.

ATTACHMENTS

1. Resolution No. 2020-47 (Amendment)
2. Resolution No. 2020-28

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED, AMENDING RESOLUTION NO. 2020-28 TO CORRECT EXHIBIT A THERETO RELATING TO THE ANNUAL SPECIAL TAX FOR SAID DISTRICT FOR FISCAL YEAR 2020-2021

WHEREAS, the City Council (the "Legislative Body") of the City of Merced, California (the "City") had previously initiated proceedings, held public hearings, conducted elections and received a favorable vote from the qualified electors to authorize the levy of special taxes in and for the Community Facilities District No. 2003-2 (Services) of the City of Merced (the "District"), including Annexation Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, on June 1, 2020, the Legislative Body of the City adopted Resolution No. 2020-28 authorizing the establishment of an annual special tax for Fiscal Year 2020-2021 at the tax rate set forth in Exhibit A, attached to said Resolution; and

WHEREAS, due to a typographical error on Exhibit A relating to Improvement Area 12 and 26, it is necessary to correct the Exhibit to reflect the correct special tax rate.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MERCED, ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED, AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. In accordance with the Act and the Ordinance, there is hereby levied upon all parcels within the District, which are not otherwise exempt from taxation under the Act or the Ordinance, the special taxes for Fiscal Year 2020-

2021 at the tax rate set forth in the Exhibit "A" (Corrected), which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the District may make any necessary modifications to these special taxes to account for any unforeseen circumstances; provided, however, that any such modifications shall not result in an increase in the tax applicable to a category and can only be made prior to the submission of the Fiscal Year 2020-2021 Certified List to the County Auditor.

SECTION 3. The Finance Director is hereby authorized and directed to prepare or cause the preparation of the Fiscal Year 2020-2021 Certified List and to submit such list to the County Auditor on or before August 10th or such later date to which the County Auditor may agree.

SECTION 4. The special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 5. It is hereby further directed that a certified copy of this Resolution, together with the Certified List for Fiscal Year 2020-2021, also be filed with the County Auditor.

SECTION 6. The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked "public services, special tax" or by any other suitable designation, the installment of the special tax.

SECTION 7. The County Auditor shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 8. This Resolution shall become effective upon its adoption.

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PASSED, APPROVED AND ADOPTED this _____ day of _____ 2020, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Rueda & Nyhe 6-24-2020
City Attorney Date

STATE OF CALIFORNIA)
) ss.
COUNTY OF MERCED)

I, _____, City Clerk of the City of Merced, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Merced, acting as the Legislative Body of the City of Merced, at a regular or adjourned regular meeting thereof held on the _____ day of _____ 2020, and that it was so adopted by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

By:_____
City Clerk of the City of Merced

EXHIBIT A (corrected)
FISCAL YEAR 2020-21
SPECIAL TAX RATES

COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES)
OF THE CITY OF MERCED

	Type of Property					
	Single Family Residential (per Unit)	Multi-Family Residential (per Unit)	Retail (per 1,000 sq.ft.)	Office (per 1,000 sq.ft.)	Industrial (per 1,000 sq.ft.)	Other (per 1,000 sq.ft.
Area 1	801.60	696.28	93.60	86.30	58.50	93.60
Area 2	942.02	788.44	160.90	150.66	99.46	160.90
Area 3	867.42	748.94	117.02	111.16	70.20	117.02
Area 4	890.82	760.64	130.18	122.86	78.98	130.18
Area 5	715.30	627.52	62.90	54.12	42.42	62.90
Area 6	766.50	693.36	58.50	58.50	32.18	58.50
Area 7	1,025.40	877.66	169.68	168.22	98.00	169.68
Area 9	940.56	795.74	153.58	144.80	93.60	153.58
Area 10	702.12	624.60	51.18	45.34	33.64	51.18
Area 11	933.24	792.82	147.74	140.42	89.22	147.74
Area 12	640.70	586.56	20.46	17.54	14.62	20.46
Area 13	867.42	688.96	169.68	146.26	117.02	169.68
Area 14	737.24	628.98	83.36	71.66	58.50	83.36
Area 15	923.00	801.60	127.26	125.80	73.12	127.26
Area 16	810.88	688.96	109.14	99.22	70.88	109.14
Area 17	748.50	620.92	103.48	86.46	73.70	103.48
Area 18	905.86	749.92	155.94	141.76	100.64	155.94
Area 19	613.82	578.38	N/A	N/A	N/A	N/A
Area 20	613.82	578.38	N/A	N/A	N/A	N/A
Area 21	979.58	776.86	211.22	188.54	138.92	211.22
Area 22	1,066.06	883.18	208.38	198.46	126.16	208.38
Area 23	1,097.24	843.48	275.02	246.66	181.44	275.02
Area 24	1,032.02	859.08	194.20	184.28	117.66	194.20
Area 25	1,295.70	1,044.78	309.04	296.28	185.70	309.04
Area 26	1,342.48	1,053.30	318.96	304.78	191.38	318.96
Area 27	1,182.30	992.34	235.32	232.48	134.66	235.32
Area 28	1,342.48	1,053.30	318.96	304.78	191.38	318.96
Area 29	1,428.96	1,080.22	416.78	384.16	263.68	416.78
Area 30	921.46	789.62	137.50	131.84	82.22	137.50
Area 31	243.82	197.04	83.64	87.88	42.52	83.64
Area 32	1,400.62	1,260.26	228.22	256.58	100.64	256.58
Area 33	1,601.92	1,356.66	357.24	368.58	188.54	368.58
Area 34	1,204.98	1,051.88	206.96	215.48	106.32	215.48
Area 35	769.76	679.04	75.12	70.88	46.78	75.12
Area 36	822.22	684.70	126.16	110.56	83.64	126.16
Area 40	1,168.12	854.82	341.64	299.12	229.64	341.64

Note: Merced County's property tax is payable in two installments; therefore, the above rates are rounded down to the nearest even cent so it is divisible by two.

	February 2019	February 2020	Percentages Change
CPI Urban Wage Earners United States City	246.218	251.935	2.322%
CPI Urban Wage Earners San Francisco	284.758	292.010	2.547%
Average			**2.434%**

RESOLUTION NO. 2020-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED, AUTHORIZING THE ESTABLISHMENT OF AN ANNUAL SPECIAL TAX FOR SAID DISTRICT FOR FISCAL YEAR 2020-2021

WHEREAS, the City Council (the "Legislative Body") of the City of Merced, California (the "City") had previously initiated proceedings, held public hearings, conducted elections and received a favorable vote from the qualified electors to authorize the levy of special taxes in and for the Community Facilities District No. 2003-2 (Services) of the City of Merced (the "District"), including Annexation Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14 all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and,

WHEREAS, this Legislative Body, by the adoption of Ordinance No. 2144 (the "Ordinance") as authorized by Section 53340 of the Act, has authorized the levy of such special taxes within the District; and,

WHEREAS, Government Code Section 53340 and the Ordinance specify that this Legislative Body may provide, by resolution, for the levy of the special taxes within the District in the current tax year at the same rates or at lower rates than the maximum rates provided for in the Ordinance levying such special taxes, if such resolution is adopted and a certified list of all parcels subject to the special tax levy, including the amount of the special tax to be levied on each parcel for the current tax year (the "Fiscal Year 2020-2021 Certified List"), is timely filed by the clerk or other official designated by this Legislative Body with the Auditor of the County of Merced (the "County Auditor"); and,

WHEREAS, it is now necessary and appropriate that this Legislative Body levy and collect the special taxes for Fiscal Year 2020-2021 for the purpose specified in the Ordinance by the adoption of a resolution as specified by the Act and Ordinance.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MERCED, ACTING AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES) OF THE CITY OF MERCED, AS FOLLOWS:

SECTION 1. The above recitals are all true and correct.

SECTION 2. In accordance with the Act and the Ordinance, there is hereby levied upon all parcels within the District, which are not otherwise exempt from taxation under the Act or the Ordinance, the special taxes for Fiscal Year 2020-2021 at the tax rate set forth in Exhibit "A", which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the District may make any necessary modifications to these special taxes to account for any unforeseen circumstances; provided, however, that any such modifications shall not result in an increase in the tax applicable to a category and can only be made prior to the submission of the Fiscal Year 2020-2021 Certified List to the County Auditor.

SECTION 3. The Finance Officer is hereby authorized and directed to prepare or cause the preparation of the Fiscal Year 2020-2021 Certified List and to submit such list to the County Auditor on or before August 10th or such later date to which the County Auditor may agree.

SECTION 4. The special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for *ad valorem* taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

SECTION 5. It is hereby further directed that a certified copy of this Resolution, together with the Certified List for Fiscal Year 2020-2021, also be filed with the County Auditor.

SECTION 6. The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked "public services, special tax" or by any other suitable designation, the installment of the special tax.

SECTION 7. The County Auditor shall then, at the close of the tax collection period, promptly render to the District a detailed report showing the

amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

SECTION 8. This Resolution shall become effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 1st day of June 2020, by the following vote:

AYES: 6 Council Members: ECHEVARRIA, MARTINEZ, MCLEOD MURPHY, SERRATTO, SHELTON

NOES: 0 Council Members: NONE

ABSENT: 1 Council Members: BLAKE

ABSTAIN: 0 Council Members: NONE

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

5/11/2020

City Attorney Date

EXHIBIT A
FISCAL YEAR 2020-21
SPECIAL TAX RATES

COMMUNITY FACILITIES DISTRICT NO. 2003-2 (SERVICES)
OF THE CITY OF MERCED

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ADMINISTRATIVE REPORT

Agenda Item I.9. Meeting Date: 8/3/2020

Report Prepared by: Wally Broughton, Public Works Manager - Operations

SUBJECT: Waiving the Competitive Bidding Requirements and Authorize the Purchase of Ten (10) Budgeted Fleet Vehicles, Including One Asphalt/Patch Truck from M.M.E./PB Loader for $193,846.80, Two 6-Yard Dump Trucks from M.M.E./PB Loader for $132,750.52 Each, Two 12-Yard Dump Trucks from M.M.E./PB Loader for $144,053.98 Each, One Street Sweeper from Municipal Maintenance Equipment (M.M.E.) for $311,621.44, One Large Water Service Truck from National Auto Fleet Group Through American Truck & Trailer Body (AT&TB) for $243,300.54, One Rear Loader Refuse Truck from Ruckstell CA. Sales for $231,790.12, and Two Side Loader Refuse Trucks from Ruckstell CA. Sales for $300,060.60 Each Through Cooperative Purchasing Agreements with Sourcewell

REPORT IN BRIEF

Considers authorizing a waiver of competitive bidding requirement pursuant to Merced Municipal Code Section 3.04.210 to purchase ten currently budgeted and Council approved fleet vehicles through the government procurement program Sourcewell.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the purchase of one asphalt/patch truck in the amount of $193,846.80 from M.M.E./PB Loader through Sourcewell contract #052417-PBL; and,

B. Approving the purchase of two 6-yard dump trucks in the amount of $132,750.52 each from M.M.E./PB Loader through Sourcewell contract #052417-PBL; and,

C. Approving the purchase of two 12-yard dump trucks in the amount of $144,053.98 each from M.M.E./PB Loader through Sourcewell contract #052417-PBL; and,

D. Approving the purchase of one street sweeper model A9 in the amount of $311,627.44 from Municipal Maintenance Equipment (M.M.E.) through Sourcewell contract # 122017-SZW; and,

E. Approving the purchase of one large water service truck in the amount of $243,300.54 from National Auto Fleet Group through American Truck & Trailer Body (AT&TB) through Sourcewell contract # 081716-NAF; and,

F. Approving the purchase of one rear loader refuse truck in the amount of $231,790.12 from Ruckstell Ca. Sales through Sourcewell contract # 112014-NWY; and,

G. Approving the purchase of two side loader refuse trucks in the amount of $300,060.60 each from Ruckstell Ca. Sales through Sourcewell contract # 112014-NWY; and,

H. Waiving the City's competitive bidding requirement as permitted by Merced Municipal Code section 3.04.210 and authorizing the purchases to be made with cooperative purchase agreements through Sourcewell, a government procurement program; and,

I. Authorizing the City Manager or the Assistant Manager to execute any necessary documents for the purchases specified above, the Finance Officer to make the appropriate budget adjustments and City Buyer to issue the Purchase Orders.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to other than recommended by staff (identify specific findings and/or conditions amended to be addressed in the motion); or,
3. Deny; or,
4. Refer to staff for reconsideration of specific items; or,
5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY

Merced City Charter, Section 200. Municipal Code Section 3.04.210 - Exemptions from competitive bidding.

CITY COUNCIL PRIORITIES

As provided for in the FY 20/21 Adopted Budget.

DISCUSSION

History

Sourcewell offers an equipment/vehicle purchase program to government entities nationwide; specifications are created, and Request for Bids are sought by Sourcewell for a wide variety of equipment used by local governments. As a result of the nationwide scope of these programs, the City is able to purchase specialized equipment for much less than the more traditional method of creating specifications and soliciting bids in-house.

Over the last several years, the City has purchased a variety of equipment not provided by local vendors including, street sweepers, leaf trucks, fire trucks, refuse trucks, etc. through the Sourcewell government procurement program with great success.

Buying these vehicles directly through this outside program requires waiving the City's competitive bid requirements. In addition to cost savings, purchasing directly from Sourcewell allows the city to standardize equipment, which is a desire of the Fleet Services Division. With standardized equipment, Fleet Services will have the ability to reduce parts inventory, and ensure the vehicle

controls, handling, and maneuvering are the same for vehicles that are currently being used by City employees. The vehicles requested will be the same make and model as other City equipment.

The Public Works Department, Fleet Services Division, is requesting Council authorize the purchase of ten currently budgeted fleet vehicles utilizing the nationwide government procurement service Sourcewell via PB Loader, Municipal Maintenance Equipment (M.M.E.), National Auto Fleet Group/American Truck & Trailer Body (AT&TB), and Ruckstell Ca. Sales. These vehicles include one asphalt/patch truck, four dump trucks, one street sweeper, one water service truck, and three refuse trucks.

All listed vehicles to be purchased is budgeted in the FY 20/21 adopted budget. All vehicles requested for purchase in this report will meet the California Air Resources Board (CARB) Tier IV final clean air vehicle pollution rating.

Section 3.04.210 of the Merced Municipal Code provides that the City Council can approve a waiver of the City's competitive bidding requirements when such purchases are made pursuant to cooperative purchasing in conjunction with other governmental entities.

Staff requests waiving the bidding requirements in order to standardize equipment and utilize the government pricing contract.

IMPACT ON CITY RESOURCES

The vehicles were approved in the FY 2020/21 adopted budget; no additional funding is needed. All vehicles will be purchased using funds budgeted in Fund 674 - Fleet Replacement.

ATTACHMENT

1. M.M.E./PB Loader Quote (Asphalt/Patch Truck)
2. M.M.E./PB Loader Quote (6-Yard Dump Trucks)
3. M.M.E./PB Loader Quote (12-Yard Dump Trucks)
4. Municipal Maintenance Equipment Quote (Street Sweeper)
5. National Auto Fleet Group/American Truck & Trailer Body Quote (Water Service Truck)
6. Ruckstell Ca. Sales Quote (Rear Loader Refuse Truck)
7. Ruckstell Ca. Sales Quote (Side Loader Refuse Trucks)
8. Sourcewell Certificate of Membership

MUNICIPAL MAINTENANCE EQUIPMENT

CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

June 18, 2020

City of Merced
1776 Grogan Avenue
Merced, CA 95341

Tel: 209-385-6944
broughtonw@cityofmerced.org

Attention: Wally Broughton, Fleet Supervisor

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell program Contract No. 052417-PBL for one (1) PB Loader Model B-5 Asphalt Patcher mounted on a new 2021 Freightliner M2 truck chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Shipping Point	$175,840.00
	8.25% Estimated Sales Tax	14,506.80
	Sub-Total	$190,346.80
	Estimated Freight to Merced, CA and PDI	3,500.00
	Total	$193,846.80

City's Purchase Order to be prepared and sent directly to the Sourcewell Contract Holder: PB Loader Corporation 5778 W. Barstow, Fresno, CA 93722-5024
Tel: (559) 277-7370 Fax: (559) 277-7375 Toll Free: (800) 350-8521

- Municipal Maintenance Equipment, Inc. is the local dealer and will provide warranty support and future service for the PB Loader products.
- Pricing includes delivery and on-site training.
- Normal delivery 240-270 days after receipt of chassis and body, subject to change A.R.O.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per Sourcewell Program.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
General Manager

Enclosure

QUOTATION
NO. 10199R1

DATE: 6/18/2020
TERMS: NET 30
F.O.B: CUSTOMER
MFG PRODUCT: SEE BELOW
INSTALL: SEE BELOW

CITY OF MERCED
SOURCEWELL MEMBER NO. 2325

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		PB LOADER CONTRACT NO. 052417-PBL		
		SOURCEWELL CONTRACT - LISTED PRICES		
		PATCHER BOX & ACCESSORIES		
1	51535-00	MODEL B-5 (5 CUBIC YARD CAPACITY) ABOVE MODEL EQUIPPED WITH RADIANT HEATER, THERMOSTATICALLY CONTROLLED LPG BURNER, HYDRAULIC TOP LIDS AND DOORS, MODEL 316 SHOVELING APRON, NTEA CLASS 50 HOIST, HAND TORCH, 25 GAL. LPG TANK, INSTALLATION AND PAINT BLACK		$79,741.00
1	MODS-51	20" WORK PLATFORM/CATWALK WITH HAND RAILS AND LADDERS		$3,046.00
1	7300-00	FRONT BUMPER CONE HOLDER (MALE)		$156.00
1	50567-00	SPOILS BIN 18" HALF		$2,575.00
1	7000-48	TOOL BOX 48"		$963.00
2	2001-10	STAINLESS-STEEL SPRING ASPHALT LUTE HOLDER	$130.00	$260.00
1	50200-00	CAB GUARD W/ PB LOGO AND PERFORATED WINDOW		$859.00
1	129-00	WATER IGLOO (5 GAL) W/BRKT ASSY		$349.00
1	7000-20	TOOL BASKET		$592.00
1	5437-00	HOSE REEL - 3/8" X 25' FOR SOLVENT		$443.00
1	50560-00	SOLVENT PUMP & WAND		$750.00
1	50560-12	15 GALLON SOLVENT TANK		$1,296.00
1	50635-00	CAB CONTROLS (TOP LIDS)		$613.00
		COMPACTOR LIFT & ACCESSORIES		
1	50640-00	COMPACTOR LIFT PLATFORM - HYDRAULIC		$2,910.00
		LIGHTS & SAFETY EQUIPMENT		
2	695-240	WHELEN LED MICRONS MCRNSA IN GRILLE	$532.00	$1,064.00
2	695-058	WHELEN 500 SERIES STROBE (LED)	$418.00	$836.00
1	MODS-78	ARROWBOARD - WHELEN TAL85 (LED)		$1,535.00
2	MODS-23	WHELEN MODEL L31HAF STROBE W/L360BGB BRANCH GUARD	$1,586.00	$3,172.00
1	MODS-38	ECCO K7000B BACKUP CAMERA SYSTEM (MONITOR + 1 CAM)		$961.00
1	MODS-3801	ADDITIONALC2013B CAMERA AND CABLE FOR K7000B SYSTEM		$312.00
		SOURCEWELL LISTED CHASSIS		
1	FRTLINR-06	2018 FREIGHTLINER M2 106 CHASSIS, 33,000 GVWR, SET BACK AXLE, AIR BRAKE SYSTEM, CUMMINS B6.7 DIESEL 220 HP ENGINE, ALLISON 2500 SERIES TRANSMISSION WITH PTO PROVISION, LEAF SPRING SUSPENSION, 50 GALLON FUEL TANK, STEEL WHEELS, CAB PAINTED WHITE		$72,922.00
		SUB TOTAL:		$175,355.00
		3% SOURCEWELL DISCOUNT:		($5,260.00)
		NON LISTED ITEMS		
1		TWO REBAR STEPS ON FRONT OF PATCHER		$575.00
1		STEEL MUD GUARDS BROUGHT IN 4"		NO CHARGE
1	UPGRADE	ADD TO UPGRADE ABOVE CHASSIS TO 2021 FREIGHTLINER M2 106, 33,000 GVWR, CUM B6.7 325 HP, ALLISON 3500 RDS AUTO TRANSMISSION WITH PTO PROVISION, LEAF SPRING SUSPENSION, 50 GALLON GASOLINE FUEL TANK, STEEL WHEELS, PAINT WHITE.		$5,170.00
		SUB TOTAL :		$175,840.00
		SALES TAX 8.25%:		$14,506.80
		FREIGHT & PDI:		$3,500.00
		TOTAL WITH TAX:		$193,846.80

NOTES:
1.LEAD TIME FOR BODY PRODUCTION IS 120 DAYS, WITH AN ADDITIONAL 120-150 DAYS TO INSTALL AFTER RECIEPT OF CHASSIS AND BODY.

2. PB LOADER REQUIRES A 112" CAB TO AXLE, REQUIREMENT MUST TO BE MUTUALLY AGREED UPON WITH PB LOADER PRIOR TO ORDERING THE CHASSIS. PB LOADER WILL NOT BE RESPONSIBLE FOR FRAME CHANGES DUE TO INSUFFICIENT CHASSIS FRAME SPACE.

3. LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER

4. CHASSIS REQUIRES PTO AND AUXILIARY SWITCHES IN DASH.

5. DELIVERY DATE FOR CHASSIS TO PB LOADER MUST BE MUTUALLY AGREED UPON

Delivery times are approximate.

PB Loader Corporation
5778 W. Barstow • Fresno, California 93722-5024 • Telephone (559) 277-7370 • Fax (559) 277-7375
Toll free 800-350-8521 • Web www.pbloader.com

MUNICIPAL MAINTENANCE EQUIPMENT

CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

June 22, 2020

City of Merced
1776 Grogan Avenue
Merced, CA 95341

Tel: 209-385-6944
broughtonw@cityofmerced.org

Attention: Wally Broughton, Fleet Supervisor

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell program Contract No. 052417-PBL for one (1) PB Loader Dump Body mounted on a new 2021 Freightliner M2 truck chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Shipping Point	$122,079.00
	8.25% Estimated Sales Tax	10,071.52
	Sub-Total	$132,150.52
	Estimated Freight to Merced, CA	600.00
	Sub-Total	$132,750.52
	Quantity Requested	x 2
	Total	$265,501.04

City's Purchase Order to be prepared and sent directly to the Sourcewell Contract Holder: PB Loader Corporation 5778 W. Barstow, Fresno, CA 93722-5024
Tel: (559) 277-7370 Fax: (559) 277-7375 Toll Free: (800) 350-8521

- Municipal Maintenance Equipment, Inc. is the local dealer and will provide warranty support and future service for the PB Loader products.
- Pricing includes delivery and on-site training.
- Normal delivery 240-270 days after receipt of chassis and body, subject to change A.R.O.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per Sourcewell Program.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
General Manager

Enclosure

QUOTATION
10331R2

DATE: 6/19/2020
TERMS: NET 30
F.O.B: CUSTOMER
MFG PRODUCT: SEE BELOW
INSTALL: SEE BELOW

CITY OF MERCED
SOURCEWELL MEMBER NO. 2325

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		PB LOADER CONTRACT NO. 052417-PBL		
		SOURCEWELL CONTRACT - LISTED PRICES		
		DUMP BODY & ACCESSORIES		
1	PBLDB-05	PB LOADER SUPPORT BODY, 10 FT 5-6 YARD, HPT53-130 CLASS 50 NTEA HOIST, 10 GAUGE STEEL, BALANCE, 24" SIDE, 30" FRONT AND REAR, 12" SPREADER APRON, 1/4 CABHSIELD, LED LIGHTS, WIRING HARNESS & BACKUP ALARM, PUMP, CONTROLS, TANK, VALVE, MUD FLAPS, STEEL MUDGUARDS, HOT SHIFT, PTO, AIR TAILGATE, PAINT BLACK INSTALLATION		$27,777.00
1	2014-00	SDIE BOARDS WOOD W/ LIN SEED OIL		$730.00
1	50502-00	PULL TARP 16' - ASPHALT W/ ROPE HOOKS		$2,520.00
1	393-00	PULL LADDER EZ-STEP		$625.00
		LIGHTS & SAFETY EQUIPMENT		
1	7999-10	FIRE EXTINGUISHER 5#		$233.00
		CHASSIS		
1	FRTLINR-06	2020 FREIGHTLINER M2 106 CHASSIS, 33,000 GVWR, SET BACK AXLE, AIR BRAKE SYSTEM, DD8 7.7L 260HP ENGINE , ALLISON 3500 SERIES TRANSMISSION WITH PTO PROVISIONS, LEAF SPRING SUSPENSION, 50 GALLON FUEL TANK, STEEL WHEELS, CAB PAINTED WHITE		$89,309.00
		SUB TOTAL:		$121,194.00
		3% SOURCEWELL DISCOUNT:		($3,635.00)
		DUMP BODY UPGRADES		
		- 3/16" A572 GR5 STEEL FLOOR - A1011 STEEL FRONT SIDES AND REAR - 2" RADIUS FLOOR - 34" REAR - 2 VERTICAL SIDE BRACES - 6 PANEL TAILGATE - 8" SPREADER APRON - CENTER MOUNT DITCH GATE - ROPE HOOKS 5 PER SIDE - HOOKS FOR MUD FLAPS - STEPS AND GRAB HANDLES ABOVE PULL LADDER - X2 FORK STYLE TOOL HOLDERS - 96" X 36' X 18" CROSS FRAME TOOL BOX W/ 8" METAL TOP CAGE - WHELEN MODEL L31HAF STROBE W/ BRANCH GUARD AND SWIVEL X2 - WHELEN 900 SERIES STROBE X2 - WHELEN LED MICRONS MCRNSA X4 - CONSPICUITY TAPE		$7,850.00
		NONLISTED CHASSIS		
1		2021 FREIGHTLINER M2 106 35,000 GVWR, CUM L9 270HP DIESEL ENGINE, ALLISON 3500 RDS AUTO TRANSMISSION W/ PTO PROVISION, DUAL TAPERLEAF SUSPENSION, 50 GAL. FUEL TANK, STEEL WHEELS, PAINT WHITE.		($3,330.00)
		TOTAL:		$122,079.00
		SALES TAX 8.25%:		$10,071.52
		FREIGHT:		$600.00
		TOTAL WITH FREIGHT AND TAX:		$132,750.52
		NOTES: 1.LEAD TIME FOR BODY PRODUCTION IS 120 DAYS, WITH AN ADDITIONAL 120-150 DAYS TO INSTALL AFTER RECIEPT OF CHASSIS AND BODY. 2. PB LOADER REQUIRES A 84" CAB TO AXLE. REQUIREMENT MUST BE MUTUALLY AGREED UPON WITH PB LOADER PRIOR TO ORDERING THE CHASSIS. PB LOADER WILL NOT BE RESPONSIBLE FOR FRAME CHANGES DUE TO INSUFFICIENT CHASSIS FRAME SPACE. 3. LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER 4. CHASSIS REQUIRES PTO AND AUXILIARY SWITCHES IN DASH. 5. DELIVERY DATE FOR CHASSIS TO PB LOADER MUST BE MUTUALLY AGREED UPON Delivery times are approximate.		

MUNICIPAL MAINTENANCE EQUIPMENT

CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

June 22, 2020

City of Merced
1776 Grogan Avenue
Merced, CA 95341

Tel: 209-385-6944
broughtonw@cityofmerced.org

Attention: Wally Broughton, Fleet Supervisor

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell program Contract No. 052417-PBL for two (2) PB Loader Dump Body mounted on a new 2021 Freightliner M2 truck chassis for your review.

Summary:	Each Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Shipping Point	$132,521.00
	8.25% Estimated Sales Tax	10,932.98
	Sub-Total	$143,453.98
	Estimated Freight to Merced, CA	600.00
	Sub-Total	$144,053.98
	Quantity Requested	x 2
	Total	$288,107.98

City's Purchase Order to be prepared and sent directly to the Sourcewell Contract Holder: PB Loader Corporation 5778 W. Barstow, Fresno, CA 93722-5024
Tel: (559) 277-7370 Fax: (559) 277-7375 Toll Free: (800) 350-8521

- Municipal Maintenance Equipment, Inc. is the local dealer and will provide warranty support and future service for the PB Loader products.
- Pricing includes delivery and on-site training.
- Normal delivery 240-270 days after receipt of chassis and body, subject to change A.R.O.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per Sourcewell Program.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
General Manager

Enclosure

QUOTATION
10331R1

DATE: 6/19/2020
TERMS: NET 30
F.O.B: CUSTOMER
MFG PRODUCT: SEE BELOW
INSTALL: SEE BELOW

CITY OF MERCED
SOURCEWELL MEMBER NO. 2325

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		PB LOADER CONTRACT NO. 052417-PBL		
		SOURCEWELL CONTRACT - LISTED PRICES		
		DUMP BODY & ACCESSORIES		
1	PBLDB-10	PB LOADER SUPPORT BODY, 15 FT 12-14 YARD, HPT53-130 CLASS 80 NTEA HOIST, 3/16" STEEL FLOOR AND TAILGATE, 10 GAUGE STEEL BALANCE, 38" SIDES, 54" FRONT AND 46" REAR, 12 SPREADER APRON, 1/4CABSHIELD, LED LIGHTS, WIRING HARNESS & BACKUP ALARM, PUMP, CONTROLS, TANK, VALVE, MUD FLAPS, STEEL MUDGUARDS, HOT SHIFT PTO, AIR TAILGATE, PAINT BLACK, INSTALLATION		$32,273.00
1	2014-00	SDIE BOARDS WOOD W/ LIN SEED OIL		$730.00
1	50502-00	PULL TARP 16' - ASPHALT W/ ROPE HOOKS		$2,520.00
1	393-00	PULL LADDER EZ-STEP		$625.00
2	2001-10	STAINLESS-STEEL SPRING ASPHALT LUTE HOLDER	$130.00	$260.00
1	7000-24	TOOL BOX 24"		$816.00
		LIGHTS & SAFETY EQUIPMENT		
1	7220-00	PRECO 220 BACKUP ALARM		$153.00
1	7999-10	FIRE EXTINGUISHER 5#		$233.00
		CHASSIS		
1	FRTLINR-06	2020 FREIGHTLINER M2 106 CHASSIS, 33,000 GVWR, SET BACK AXLE, AIR BRAKE SYSTEM, DD8 7.7L 260HP ENGINE , ALLISON 3500 SERIES TRANSMISSION WITH PTO PROVISIONS, LEAF SPRING SUSPENSION, 50 GALLON FUEL TANK, STEEL WHEELS, CAB PAINTED WHITE		$89,309.00
		SUB TOTAL:		$126,919.00
		3% SOURCEWELL DISCOUNT:		($3,807.00)
		DUMP BODY UPGRADES		
		- 1/4" AR400 FLOOR, SIDES REAR AND FRONT - 1 HORIZONTAL SIDE BRACE - 1/2 CAB SHIELD - ROPE HOOKS 7 PER SIDE - HOOKS FOR MUD FLAPS - GLAD HANDS - HITCH PLATE W/ D-RINGS AND 7 WAY PLUG - 45 TON PINTLE (PREMIER 270A) - WHELEN MODEL L31HAF STROBE W/ BRANCH GUARD X2 - WHELEN LED MICRONS MCRNSA		$5,100.00
		NONLISTED CHASSIS		
1		2021 FREIGHTLINER M23 106 W/ CUM L9 330HP, ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION, 18,000LB FRONT END, 40,000LB TANDEM REAR HENDRICKSON HAULMAAX.		$4,309.00
		TOTAL:		$132,521.00
		SALES TAX 8.25%:		$10,932.98
		FREIGHT:		$600.00
		TOTAL WITH FREIGHT AND TAX:		$144,053.98

NOTES:
1.LEAD TIME FOR BODY PRODUCTION IS 120 DAYS, WITH AN ADDITIONAL 120-150 DAYS TO INSTALL AFTER RECIEPT OF CHASSIS AND BODY.

2. PB LOADER REQUIRES A 132" CAB TO AXLE. REQUIREMENT MUST BE MUTUALLY AGREED UPON WITH PB LOADER PRIOR TO ORDERING THE CHASSIS. PB LOADER WILL NOT BE RESPONSIBLE FOR FRAME CHANGES DUE TO INSUFFICIENT CHASSIS FRAME SPACE.

3. LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER

4. CHASSIS REQUIRES PTO AND AUXILIARY SWITCHES IN DASH.

5. DELIVERY DATE FOR CHASSIS TO PB LOADER MUST BE MUTUALLY AGREED UPON

Delivery times are approximate.

PB Loader Corporation
5778 W. Barstow • Fresno, California 93722-5024 • Telephone (559) 277-7370 • Fax (559) 277-7375
Toll free 800-350-8521 • Web www.pbloader.com

MUNICIPAL MAINTENANCE EQUIPMENT

CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

June 15, 2020

City of Merced
1776 Grogan Avenue
Merced, CA 95341

Tel: 209-385-6944
broughtonw@cityofmerced.org

Attention: Wally Broughton, Fleet Supervisor

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 122017-SZW for the Schwarze Model A9 Monsoon Sweeper mounted on a new 2019 Peterbilt 220 truck chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Merced, CA	$287,872.00
	8.25% Estimated Sales Tax	23,749.44
	Total	$311,621.44

- **City's Purchase Order to be prepared and sent directly to Schwarze Industries Inc.**
  1055 Jordan Road, Huntsville, AL 35811
  M.J. Dubois (410) 924-1004 njpa@schwarze.com
- Pricing includes delivery and on-site training.
- Normal delivery 180-450 days A.R.O., depending on chassis availability.
- Due to California emissions requirements, special permits may be required on engines. MME cannot provide these permits and we recommend you contact your local Air Resources Management District for the specific requirements.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms per Sourcewell Program.

Thank you for your continued interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
General Manager

Enclosure

06/15/2020

NEW A9 SWEEPER UNIT - SOURCEWELL CONTRACT NO 122017-SWZ

Customer: CITY OF MERCED Location: CALIFORNIA

Description	Amount
Schwarze Model A9 Monsoon TIER IV Street Sweeper 134 HP John Deere Auxiliary engine unit with **all standard equipment**	
2019 Peterbilt 33,000 model 220 chassis with Automatic Transmission and A/C with 220 HP diesel engine, right hand steering	
Body mounting on chassis	
Dual gutter brooms shall be 44" minimum diameter each and provide a minimum of 144" sweeping path (including suction head).	
Dual gutter broom hydraulic tilt	
Dual GEO gutter broom	
Standby, Full with throttle ramp	
Variable speed gutter brooms	
10 point remote grease manifold	
Single camera system	
Alarm, smart backup	
Water tank capacity shall not be less than **600 gallons** and be constructed of polyethylene for strength and corrosion resistance	
Water tank sight gauge side of tank	
Water tank low level alarm & indicator	
Front mounted spray bar	
Hopper mounted spray bar with 4 additional nozzles	

Description	Amount
Auto drop down screens	
6" hopper drain, stainless steel	
Hopper sound suppression	
Hopper dump assist shaker	
Hopper deluge conical spray	
Hopper up alarm & indicator	
Hopper auxiliary engine screen cover	
Hopper dump switches Exterior right hand side	
Low hydraulic level indicator in cab	
Rear mounted LED strobe with guard	
LED traffic guide arrow board	
Cab-over LED strobe with guard	
Hour meter gauge	
One year / 1200 hours warranty on sweeper	
Local dealer pre-delivery inspection and training at customer facility	
DELIVERY CUSTOMER FACILITY	
TOTAL UNIT COST	$287,872.00
SALES TAX - 8.25%	$23,749.44
TOTAL SOURCEWELL MEMBER COST WITH TAX	$311,621.44

Vendor/Contract Holder:
SCHWARZE INDUSTRIES 1055 JORDAN ROAD HUNTSVILLE, AL 35811
Contact: M.J. DuBois Email: SOURCEWELL@SCHWARZE.COM
Phone: 410-924-1004

National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

7/13/2020

Quote ID HD – 1261BR

Mr. Wally Broughton

City of Merced
1776 Grogan Avenue
Merced, CA 95341

Dear Wally Broughton,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. **One (1) New/Unused (2021 Freightliner M2 106, CUM L9 Engine, Allison 3500 RDS Transmission w/PTO with American Truck and Trailer Equipment,)** Provided by Mr. Jeff Lucas with American Truck and Trailer each for:

	One Unit (1)
Sub Total	$ 90,934.00
American Truck & Trailer Quote	$ 133,824.00
Tax (8.25%)	$ 18,542.54
Total	**$ 243,300.54**

This vehicle(s) is available under the **Sourcewell (Formerly known as NJPA) Contract Number 081716-NAF**. Please reference this Contract Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez
HD Contract Manager
HD@NationalAutoFleetGroup.com
Office (855) 289-6572
Fax (831) 480-8497

AMERICAN TRUCK & TRAILER BODY CO., INC.
100 W. Valpico Road, Building "D", Tracy, CA 95376 (209) 836-8985 (800) 499-8985 Fax (209) 836-1697

CITY OF MERCED

HEAVY WATER CREW TRUCK BODY FOR MAINTENANCE, CONSTRUCTION AND SERVICE OF CITY SYSTEM

Provide and install the following line body and associated equipment in accordance with the following specifications on a city supplied chassis-cab. The chassis shall be a two (2) axle, 33,000 gvwr Freightliner M2 106 with 189"WB, 120" CA, clean frame rails with no protrusions outside of rails or above flanges, 34" frame width, frame rails 10 15/16" x 3.5" (110,000 psi rated yield strength) and top of frame 40.05 above ground. Tires to be approximately 38" diameter

Body to be 192" long by 97" high by 95" wide including a superstructrure with sliding top.

All items furnished per this specifications shall comply with all applicable federal and California state laws, codes and requirements as of the date of sale

Main body details:

A. Right side first front vertical compartment

1. Approximate inside dimensions 45" w x 65" h x 24"d
2. Gortite roll-up doors with manual security lock
3. Bottom to have pull out tray on 250 pound grant slides to house a Honda generator. Generator to slide clear of compartment opening at full extension and lock in the open and closed positions. Generator to be mounted as low as possible on slide assembly. Compartment floor to be adequately reinforced for weight of generator and slide hardware.
4. Upper section to have Hannay hose reel model gh 1474 rev d with 12 vdc rewind, 100' x 3/4" air hose, ball stop, four (4) way roller guide, air supply shut-off valve and standard district air tool quick coupler reel and accessories to be supported on shelf properly mounted and supported to carry weight and driving forces
5. 3/8" airline plumbed into system under horizontal shelf, 3/8" air system to have shutoff valve, inline oilier and pressure gauge
6. Compartment front panel and interior panel to have louvers for ventilation

B. Right side second front vertical compartment

1. Dimensions and doors same as right first front vertical compartment
2. Top section to have "e-trac" for hooks
3. Upper section, below "e-trac" to have two (2) adjustable and removable shelves with removable dividers
4. Middle and lower section of compartment to have storage brackets and hold downs for the following tools:
   A. 1 1/8" , tilt down holder per dwg
   B. 1 1/8" tilt down holder per dwg
   C. 1 1/8", tilt down holder per d
   D. Backfill tamper
   E. Air drive motor
   F. E-1 tapping machine
   G. E-4 tapping machine

H. B-100
I. Holders for assorted gads and drill steel

5. Compartment floor to be reinforced to hold weight of tools, tilt down tool holders to be per dwg 222160 with hex to fit chucks of tool

C. Right horizontal compartment over rear axel to rear panel

1. Approximate inside dimensions 72" l x 41" h x 15" d
2. Compartment to have Gortite roll-up doors with manual security lock
3. Compartment to have steel peg board on all interior walls of complete compartment

D. Right side lower rear compartment

1. Approximate inside dimensions 18" w x 24" h x 24" d
2. Compartment to have clear interior

E. Left side first front vertical compartment

1. Approximate inside clear dimensions 42" w x 65" h x 24" d
2. Gortite roll-up door with a manual lock
3. Compartment interior to have four (4) adjustable shelves with adjustable and removable dividers floor to ceiling
4. Rear panel to have a dual 120 vac gfci protected outlet wired to generator (see electrical section in specifications for more details on wiring of outlet)

F. Left side second front vertical compartment

1. Approximate inside clear dimensions 26" w x 65" h x 24" d
2. Gortite roll-up door with a manual lock
3. Interior of compartment to have reinforced diamond plate floor with rings and clamps for oxygen/actylene tanks
4. Upper section of compartment to have six (6) material hooks, 2-2-2
5. Hose holder with torch holder to be furnished and attached to inside of compartment door

G. Left side third lower front vertical compartment

1. Approximate inside clear dimensions 22" w x 28" h x 24" d
2. Single vertical hinged door
3. Interior of compartment to have one (1) 12" adjustable shelf with adjustable dividers

H. Left horizontal compartment over rear axle from second front vertical to rear vertical

1. Approximate inside clear dimensions 76" l x 37" h x 15" d with divider in center of compartment making two (2) separate compartments
2. Gortite roll-up doors with manual locks
3. Compartment to have three (3) adjustable shelves with adjustable dividers in each compartment
4. Adjustable dividers in bottom of compartment

I. Left side rear vertical compartment

1. Approximate inside clear dimensions 18" w x 65" h x 24" d (lower section) / 15" d (upper section).
2. Compartment to have clean interior
3. Gortite roll-up door with a manual security lock

J. Misc.

1. All compartments to have interior lights. Each light to have on/off switch with master power switch in cab. Lights to be wired per AT&TBC standards. See drawing no. 0104-11 for positions
2. All vertically hinged doors to have double spring door checks to hold them in and open position
3. All compartments to be water tight with a drain hole in the bottom with a removable plug

Bed area details:

A. Superstructure

1. Dimensions 32" h x 162" l x 95" w
2. Sliding roof installed on top of superstructure 162" long over bed area. The sliding section will have a two-point latch (one (1) left and one (1) right) with single hand release and will latch approximately every 12". The rails will be made to channel water off the front and back of the body and not into the body
3. Two (2) equal spaced material shelves each side, above side of body 162" long. Shelves to be vertically supported from roof to side racks and have interior access. Curbside shelves to have end opening doors per drawing no. 0104-11 with top shelf to have front door also. These shelves to be heavy duty for carrying pipe. Shelves both sides to have interior upward return to keep items from falling into bed area
4. Rear to have canvas curtain and chain gate. Chain gate to be removable and hinged on 1" pipe rail mounted at top of rear superstructure. Chain gate to slide on pipe left to right and hinged to fold into bed area right side. Gate to lock in closed position and have provisions for pad lock

B. Misc.

1. Rear to have 6" high removable wood tail board
2. Front of bed area to have four (4) 18" deep shelves, left to right. Shelves to be supported for loads of up to 300 pounds each. See drawing 0104-11 end view for positions
3. 24" deep side sections of bed interior to have "e-trac" full length, each side height of "e-trac" to be determined at time of construction. 100 hooks to be furnished that are compatible with "e-trac"
4. 15" deep side sections of bed to have vertical supports from bed floor to superstructure bottom shelf each side as required for structure support
5. 15" deep side sections at rear each side to have 9" panel approximately 40" h to close off bed area and attach chain gate to
6. Left interior side to have two (2) hooks to carry 120" long extension ladder
7. Right rear section of bed area behind 9" panel to be clear of obstructions.
8. Right rear section forward of wacker to have provisions to carry barricades
9. Left rear section of bed area to have provisions to carry rolls of copper pipe
10. Permanent section of bed roof to have two (2) dome lights with switches to illuminate bed are. Switches to be wired to master power switch in cab per body compartment lights
11. Furnish and install traffic control arrow stick on roof of body per direction of city
12. Furnish and install rotating water bracket on front of chassis

Rear platform details:

A. Platform deck to extend 30" aft of compartment side racks and be 95" wide
B. Platform to be 3/16" diamond plate and painted with gray non-skid coating
C. Platform to incorporate step cut out for bed access
    a. Step to be on left rear side of deck just outside the frame
    b. Step profile to be per drawing 0104-11
    c. Steps to be of raised grip strut
    d. Step from the ground and from the step to the deck to be no more than 20"
    e. Hand rail for rear step to be on left of step to body rear panel
D. Rear platform to be welded to main body and be tied into body side sections, floor and rear crossmembers, with full width structural channel
E. Rear platform to have underdeck storage compartment
    1. Compartment to be thru compartment full width with 10 ga expand metal/ punched bottom
    2. Compartment to be approximately 24" deep

3. Compartment to have two (2) doors, one (1) each side hinged vertically, doors to have same locks as main body doors and have no door limits
4. Compartment to have top opening lid on right side from deck as large as possible with hasp for pad lock

F. Left side of rear platform to be reinforced for 2000 # capacity crane
G. Two (2) fixed hooks to hold two (2) sections of ½" x 25" hydraulic hose to be installed on left rear body panel
H. Two (2) fixed "posts" to be installed on right top of rear platform for cone storage
I. Units stop, tail, directional, back-up and marker lights for the rear of vehicle to be flush mounted in rear platform. All lights to have back protection, see drawing 0104-11 for locations
J. Under platform storage area to be used for shovels, digging bars and other items that will require wash off of mud and debris
K. Right rear corner of platform to be reinforced for vise mounting, with front support
L. Two (2) 120 vac dual receptacle gfci protected outlets shall be installed, one (1) on right side recessed and one (1) on left side. See drawing 0104-11 for exact locations

LINE CONSTRUCTION BODY GENERAL DETAILS:

A. Minimum 16-gage galvanneal steel, or as specified, electrically welded
B. All edges, inside and outside, ground smooth, and all exposed edges hemmed
C. All door hinges and accessories installed with machine screws and self- locking nuts to prevent external removal. Sheet metal screws are not acceptable
D. Hinges to be rod and socket with stainless steel rods and brass sockets
E. All attaching hardware to incorporate elastic self-locking nuts, or either a lock washer or star washer at the minimum. Plain washers to be incorporated under the head of hex-head bolts
F. Coat entire underside of body (floor, wheel wells, compartments) with underseal
G. Provide offset for spring hangers based on chassis-cab specifications
H. Rear wheel cutouts must allow sufficient room for tires minimum 6"
I. Provide rear wheel splashguards as required per sae j682, or as specified otherwise. Splashguards to be installed immediately behind rear axle
J. Body to be attached to chassis using minimum six-point system to comply with fmvss. Body should be shear plate mounting design and all attaching hardware shall be sae grade 8, and all chassis frame holes shall be drilled and reamed to final dimension
K. Two chock holder in each fender panel
L. Body material gauges as follows
    1. Floor 3/16 diamond plate
    2. Cross members structural channel
    3. Longitudinals structural channel
    4. Top panel 14 ga
    5. Rear end panel 14 ga
    6. Front end panel 14 ga
    7. Front panel 14 ga
    8. Compartment floor 14 ga
    9. Door panels 18/18 ga
    10. Fender panel 14 ga
    11. Shelves in body 18 ga
    12. Superstructure 16 ga
M. All compartments to be waterproof
N. Adjustable trays to be manufactured so they can be moved from one location to another without scraping paint off compartment walls
O. Adjustable divider shelves shall incorporate adjustable slots on two –inch centers
P. Install rubber bumpers on body to prevent doors from hitting adjacent opened doors and fender panel
Q. Caulk and seal all non-continuously welded body seams and attaching points for body accessories

AC electrical wiring requirements:

A. Remote electrical receptacles shall meet or exceed the following specifications,
   1. Commercial grade
   2. Receptacle rating: 120 vac, 20 amp, gfci duplex receptacle
   3. Receptacle to be installed in a deep, covered, weatherproof in-use receptacle box approved for "wet" environments

B. All 120 vac electrical wiring shall be of the appropriate gauge, considering power supply, length of run, and remote receptacle rating

C. Electrical to be routed in "seal-tite", or equivalent conduit. Flexible metal conduit is not acceptable

VEHICLE LIGHTING REQUIREMENTS:

A. All vehicle lighting to be in compliance with federal lighting standard fmvss 108, as well as comply with the state of California vehicle code

B. All vehicle lighting to be flush mounted and rubber shock-mounted

C. All side and rear reflectors are to be combined (via a reflectorized lens) with side marker lamp(s) , where possible and within the specifications of fmvss 108. If a sole reflector is required, a dot approved reflectorized adhesive material should be used in lieu of a riveted or sheet metal screw attached armored reflector

D. A metal guard shall protect the backside of any lighting that penetrates into rear body compartments

E. Units will have (4) lights to the rear of the vehicle (2) brake and taillights in the face of the deck, and two back up lights

F. All body compartments to have interior lights, each light to have on/off switch with master power switch in cab

G. License plate light shall be furnished and installed

The following guidelines shall be adhered to as general electrical wiring practice:

B. All wiring, internal and external, shall be loomed, and properly secured and routed in a professional manner

C. Any necessary wire splices and/or butt connections shall be solered and shrink-wrapped, or finished using crimped butt connectors and shrink-wrapped. **Scotchlocks are not acceptable**

D. Wiring to be securely fastened and independently supported using properly sized cushion clamps, metal clips, or other industry accepted supporting hardware. Tie-wraps shall only be used in between primary wiring supports as necessary to aid in the securement of wire bundles. Tie-wraps **shall not** be used for the primary supporting or securing of wiring. **Stick-on/ glue-on wire retainers are not acceptable**

E. Wiring shall not be supported by, or attached to, any other hose, electrical bundles, etc. The wiring/loom supports shall provide an independent support

F. Provide grommets where wire passes through compartments, frame members, and bulkheads

G. Provide positive protection or metal shielding to preclude the chaffing of wiring against frame members, chassis components, engine exhaust components, body components, or adjacent hoses/lines, etc.

Towing items:

A. Install premier 2200 air pintel hitch with reinforcement to chassis frame

B. Install glad hands at rear of body – below tailshelf as per photos

C. Two (2) "d" rings for safety chain to be mounted at rear, one (1) each side of hitch

D. Seven way plug to be installed on right side of hitch

Work lights:

A. Install two (2) lights mounted left and right rear on top of super structure

Additional items furnished with each unit:

A. Vanair pto driven under body compressor (see separate detailed specifications)

B. Hydraulic tool system (see separate detailed specifications

C. Honda 5000 watt ac generator (see separate detailed specifications

Paint and finish:

A. All surfaces to be acid etched, cleaned of rust, grease, oil, dirt, millscale, etc., prior to the prime coat of paint
B. All exterior and interior surfaces coated with minimum two coats of metal primer
C. Body exterior painted with minimum two coats paint to match cab
D. Body compartment interiors painted with a minimum two coats of **hammer tone** paint
E. All installed switches and/or equipment control(s), must be properly labeled as to function and condition (i.e., on, off, etc.). All required identification labels or placards, interior or exterior, to be permanent non-fading (i.e., engraved or die-stamped) and affixed using rivets. **Adhesive labels, metal or plastic, are not acceptable**
F. Any and all body attachments shall be installed using a rubber gasket material and attachment caulked to prevent water leakage.

MISC:

Body with equipment, air compressor, hydraulic tool system and all associated equipment to be furnished, installed and painted by one (1) vendor, supplier to be factory certified sales, installation and service center for all equipment furnished

Truck mounted power take off driven air compressor

Make/model

A. Current model single stage rotary screw vanair model 160 udec underbody air compressor system shall be supplied and installed. Compressor shall deliver the specified volume of air to the end of tool hose at 100 psi

Drive

A. The side-mount hot shift Chelsea pto shall be described in the manufacturer's catalog as suitable for heavy-duty continuous operation with a torque rating of 125-ft/lbs: cast iron case only hydraulic clutch pack operated, continuous gear engagement shifting types unacceptable.
B. Maximum engine speed at 100 psi to be within 1300-rpm pto to be commensurate with compressor, speed at above engine speed
C. 1300 series driveline, forged steel flanges and universal joints shall be of standard manufacture with sufficient torque capacity
D. Tolerance between face of flange on compressor shall not exceed one (1) degree
E. Drive shaft angle shall not exceed seven (7) degrees working angle
F. Driveline set screws to be safety wired

Pto shift control

A. Single dash, accessible to operator in drivers seat
B. No additional manual controls will be accepted
C. Engraved hard plastic label for control no dymo-type plastic labels
D. Pto indicator light located in cab as per city of Merced instructions

General

A. Install two Chelsea hot shift switch with indicator light in the cab to have either or both operation of the compressor and hydraulic tool circuit

Engine speed control

A. As supplied by manufacturer: designed to interface with engine ecm to provide two speed operation.

B. Vendor to have transmission reprogrammed by allison dealer to match compressor requirements to prevent operator input

Compressor oil

A. Atf type "dexron" 111"

Compressor oil cooler Vanair #6001-001

A. Factory supplied electrically driven fan system for compressor oil cooling system. Fan to be cycled by factory thermal temperature switch
B. Unit to be mounted at rear of truck
C. Electric fan: exhaust air is not to be deflected to rear of chassis
D. No portion of installation to rear of cab shall extend more than 2" above vehicle frame
E. No portion of cooler shall extend below differential
F. No abs formed plastic

Air receiver & oil separator Vanair #60004-001b

A. Visual type sight glasses or gauge incorporated in receiver and visible from curbside
B. Tank to be positioned for access to oil separator without removing tank from truck
C. Designed so that unit can be mounted between right frame member and running board under cab with access to oil level gauge and oil fill lug on curb side
D. Oil fill to be extended if necessary to allow oil to be added conveniently
E. Drain valve required on tank
F. Air receiving to be **asme** and nation board
G. Connected to air receiver and located so that valve can be checked manually from curb side of truck
H. Remote pull cable to safety valve for testing operation is acceptable
I. To automatically blow don air system when air compressor is disengaged or stopped
J. Blow down air is to be directed downward with necessary piping
K. Tank to have bolt on lid with internal coalescing element

Air filter

A. Complete with factory standard dry-type air filter including fittings with clamps for relocating air filter above floor of body
B. Air filter plate that is attached to the air intake tube of compressor must be completely sealed off to prevent dirty air bypassing the filter

Minimum pressure orifice

A. Incorporate at discharge of receiver system

Compressor mounting

A. To be mounted back of cab between frame members
B. no part of compressor accessories to extend more than 2" above truck frame or 11" below lowest point on frame channels

Hydraulic cooler lines

A. Aeroquip fc-300 or equal
B. Must exceed sae 100rs standards

Flexible lines

A. Aeroquip fc-300 reusable ends
B. Speed controls lines to be aeroquip #2807 **(teflon)** with reusable end **(no substitute)**
C. Air line to service valves to be not less than 1" id with flexible connection at forward end made of aeroquip #fc300-20 hose (no substitute) and the following fittings per installation 2-each 411-20s hose ends, 1 each 2024-20-203 comp
D. All hoses are to be secured with rubber coated steel clamps (plastic ties are not acceptable)
E. Safety velocity valves

Compressor protection

A. Compressor must be protected by high temperature cut-off switch tested for proper operation before delivery of compressor
B. Thermal switch must be murphy switch gauge #20-to-300, 15 feet
C. Must include a temperature indicator, no lights
D. Thermal switch must include a reset button
E. Thermal switch shutdown to be wired to pto electronic engagement system, **not the vehicle ignition system**
F. Temperature gauge dial for switch to be mounted in dash

Safety alarm circuit

A. Compressor must be equipped with an alarm system to indicate when compressor has quit running. Tie vel-vac alarm system into the trucks dual electronic horn system

Electrical wiring

A. All electrical wiring used in connection with compressor must be adequately secured for protection of wire (scotch lock type electrical connectors are not acceptable

Instruments panel Vanair #060414

A. Compressor must be complete with air gauge, temperature gauge and direct reading engler or hobbs hour meter mounted in instrument panel
B. Hour meter is to be actuated automatically when compressor ins engaged and is to be shock mounted
C. Hour meter is to have an in line fuse between meter and battery
D. Instrument panel to be mounted in right front compartment

Paint

A. All new work must be primed and painted

Miscellaneous

A. To be complete with one part manual and one maintenance manual per unit
B. Overhaul and parts manual for air end assemble
C. If parts manuals do not show all parts used, a separate list shall be provided
D. Parts and service manuals to be given to city's representative **(not left in vehicles)**
E. Installation of compressor and necessary components must reflect good workmanship
F. If the compressor is installed by other than the compressor manufacturer, the work must be performed by factory authorized and trained instillation center
G. Vendor to operate unit for at least four (4) hours
H. Air hose reel to be Hannay gh 1474 revd with 12 vdc rewind, 4-way roller guide, 100" x ¾" air hose ball stop and thor coupler installed in first front vertical compartment curbside top area, unit to have osha ¼ turn on/off valve mounted at inlet or reel and be plumbed to compressor outlet port with inline oiler

Warranty

A. As stipulated compressor, pto and installation to be warranted against deflects in material and workmanship **from date vehicles placed in service**: air end 36 months all other components 12 months
B. Warranty to cover all parts and labor
C. Repairs during warranty to be performed at authorized dealer and location

The above constitutes our basic compressor and includes all of the above equipment

Truck mounted 10 gpm, 2000 psi pto driven hydraulic tool system

Hose sizes

A. Suction hoses, wire braid 1 1/4" id
B. Pressure hoses, wire braid ½" id
C. Return hoses, wire braid ¾"
All hoses to be two (2) wire braid with a 5 to 1 burst safety factor

Components

1. 20 gallon hydraulic oil reservoir with filler breather cap, sight level gauge internal baffle and return deflector
2. 1-1/4" shut off valve
3. 100-mesh wire suction line strainer
4. P3100 series hydraulic gear pump sae flange mount

Rpm	flow	psi
900	9	2000
1300	12	2000

5. Chelsea hot shift power take off with switch and indicator light in cab. See "truck mounted 125 cfm side mount power take-off driven compressor" section for additional specifications on power take off
6. Hedland 0-15 gallon flow meter
7. 0-3000 psi glycerin filled pressure gauge, stem mounted
8. Four (4) way selector valve with built in pressure relief. Relief to be adjustable to 2500 psi and set at 2200 psi. Valve to be open center so pressure cannot be trapped in tool circuit and have detent in control handle one (1) pressure port to be plumbed to quick coupler, at front of unit and one (1) pressure port to be plumbed to quick coupler at rear of unit
9. Flush face htma interchange hydraulic couplers, two (2) sets, connected to swivels so coupler will rotate- located above the front bumper and at the rear of the truck on the curbside as per photo.
10. Hydraulic oil cooler to keep oil between 90 degrees fahrenheit and 130 degrees fahrenheit
11. 10 micron return line oil filter. Filter to have built-in bypass condition gauge and be spin-on replaceable type
12. ¾" shut-off valve
13. Adjustable flow control valve with relief

All pressure fittings to be steel and have 5-1 safety factor. All suction or return fittings to be either steel or black iron with a 5 to 1 safety factor. No galvanized fittings are to be used anywhere in the system, system to be plumbed and installed so back pressure is kept to a minimum. Back pressure shall not exceed 250 psi

No deviations from the system will be allowed, system to be filled with ep-32 hydraulic oil and tested. Controls to be plumbed to right rear of body. Controls to include four (4) way selector valve, adjustable flow control valve, flow meter pressure gauge and htma couplers

Truck mounted 110vac system

A. A EB5000 X31 watt Honda generator is to be furnished and installed
B. Generator electrical connections to be a weatherproof quick-disconnect pin style
C. Remote covered gfci outlet to be hard-wired with electrical conduit (min. 10awg size, or as dictated by generator output) to rear body side pack panel and left side first front vertical compartment. Male three-prong pigtail at generator end of truck wiring, for plugging into generator gfci outlet. Gfci outlet to be permanently labeled with receptacle rating
D. Compartment to house 5000-watt generator (approximate dimensions: 25.8" l x 25.8" w x 22.6" h) mounted on 250# rated "grant" slides (or equivalent 250#. Rated steel roller ball bearing side mechanism. Generator to slide clear of compartment opening at full extension, and lock in the open and closed position. Generator to be mounted as low as possible on slide assemble. Compartment floor to be adequately reinforced for weight of (cantilevered) generator and slide hardware.

Model LA6K crane

Capacity: Moment rating of 6,500 Ft.-Lbs. with capacities as follows:

*2,000 Lbs. at 3 Ft.	812 Lbs. at 8 Ft.
*1,300 Lbs. at 5 Ft.	565 Lbs. at 11.5 Ft.

*Use traveling block double line, for loads above **1000** Lbs.

Hoist winch: The hoist winch uses a planetary gear drive for most efficient operation. The winch is powered by a permanent magnet electric motor. The single line capacity of the winch is 1200 Lbs. An integral mechanical brake is included with the winch. Winch performance is as follows:

Load (Lbs.)	Hook Speed(Ft./Min.)	Amp Draw
0	26	25
500	22	70
1000	18	115

Wire rope and sheaves: The crane is supplied with 50 Ft. of 3/16 In. galvanized aircraft cable with a 4200 Lb. breaking strength. All sheaves meet ANSI requirements. A traveling block is supplied for two part wire line use

Hydraulic system: A 12 Volt electric-hydraulic pump powers boom elevation, boom extension and crane rotation. Four way open center directional control valves are used to control all functions. A gear type pump with 1.2 GPM capacity at 500 PSI is used. Hydraulic functions are controlled through four way spring centered, solenoid activated valves. Valves actuate at a minimum of 10 volts, have manual over-ride capabilities and are mounted on a manifold for easy access. The reservoir capacity is 1 gallon. The relief valve on the pump is set for 1800 PSI.

Rotation: The hydraulic powered rotation is unlimited. The crane rotates on an external gear rotation slewing ring bearing. A high torque, low speed hydraulic motor drives the rotation through a 73:1 ratio self locking worm gear.

Boom elevation: The boom is capable of moving from a vertical down storage position to +75 degrees above horizontal. It is elevated by a 2.50 In. bore double acting cylinder. The cylinder has an integral

counterbalance valve with relief set at **2000** PSI. The counterbalance valve has two vital purposes. This valve will hold the cylinder in the event of hose failure and it controls the rate of boom descent.

Boom extension: Boom extends under power from 5.5 Ft. to 8.5 Ft. by a 2.0 In. bore hydraulic cylinder, A 4 Ft. manual extension is supplied for a total reach of 11.5 Ft.. The cylinder is mounted inside the boom for protection. The cylinder has a counterbalance valve integrally mounted with relief set at **2000** PSI. The counterbalance valve will hold the cylinder in the event of hose failure and also controls the rate of cylinder retraction.

Load sensor: A load limiting sensor is installed in the elevation cylinder. This sensor will shut down hoist up, boom out (power extension only), when an overload is detected. The sensor will reset after the load is lowered.

Pendant control: An 18 Ft. remote pendant control is supplied with each crane. For safest possible use, The pendant control is removable from the crane and each function is controlled by a momentary contact toggle switch.

Accessories: An outrigger or jackstand is necessary to keep the truck as level as possible as well as reducing the load on the crane's rotation mechanism and the truck's suspension components. Liftmoore can supply all of these options.

Mounting: Installed on the left side of the rear platform.

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A proposal for

City of Merced

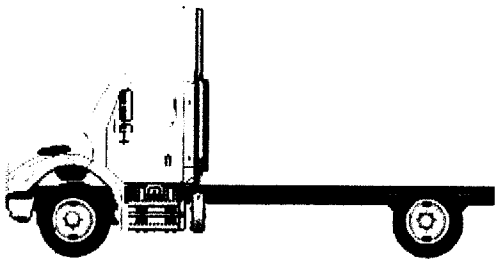
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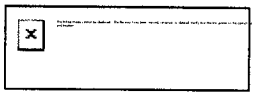
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Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale

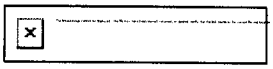
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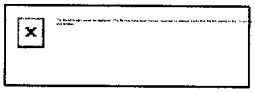
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S P E C I F I C A T I O N P R O P O S A L

	Description	Weight Front	Weight Rear
Price Level			
	M2 PRL-23M (EFF:01/21/20)		
Data Version			
	SPECPRO21 DATA RELEASE VER 024		
Vehicle Configuration			
	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
	2021 MODEL YEAR SPECIFIED		
	SET BACK AXLE - TRUCK		
	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
	LH PRIMARY STEERING LOCATION		
General Service			
	TRUCK/TRAILER CONFIGURATION		
	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
	UTILITY/REPAIR/MAINTENANCE SERVICE		
	GOVERNMENT BUSINESS SEGMENT		
	FIXED LOAD COMMODITY		
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
	MAXIMUM 8% EXPECTED GRADE		
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
	MEDIUM TRUCK WARRANTY		
	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		
	EXPECTED GROSS COMBINATION WEIGHT : 50000.0 lbs		

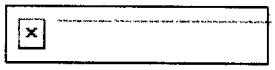


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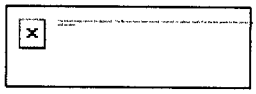


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	Description	Weight Front	Weight Rear
Truck Service			
	UTILITY BODY		
	AMERICAN TRUCK AND TRAILER BODY COMPANY		
	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Tractor Service			
	FLATBED TRAILER		
	SINGLE (1) TRAILER		
Engine			
	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM	640	30
Electronic Parameters			
	66 MPH ROAD SPEED LIMIT		
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
	PTO MINIMUM RPM - 700		
	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
	STANDARD OIL PAN		
	ENGINE MOUNTED OIL CHECK AND FILL		
	ONE PIECE VALVE COVER		
	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	

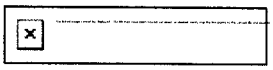


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Description	Weight Front	Weight Rear
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
CAB AUXILIARY POWER CABLE	5	
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART CHASSIS MOUNTED LH BACK OF CAB	4	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
C-BRAKE BY JACOBS WITH HIGH MED LOW BRAKE WITH BRAKE LAMPS	80	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
6 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE		



	Description	Weight Front	Weight Rear
	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
	CUMMINS SPIN ON FUEL FILTER		
	COMBINATION FULL FLOW/BYPASS OIL FILTER		
	900 SQUARE INCH ALUMINUM RADIATOR	15	
	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
	RADIATOR DRAIN VALVE		
	LOWER RADIATOR GUARD		
	ALUMINUM FLYWHEEL HOUSING		
	ELECTRIC GRID AIR INTAKE WARMER		
	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

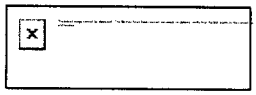
	Description	Weight Front	Weight Rear
	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
	VEHICLE INTERFACE WIRING CONNECTOR WITH BLUNT CUTS, AT END OF FRAME		
	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
	TRANSMISSION PROGNOSTICS - ENABLED 2013		
	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
	MFS-12-143A 12,000# FF1 71.5 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	-5	
	MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
	NON-ASBESTOS FRONT BRAKE LINING		
	CONMET CAST IRON FRONT BRAKE DRUMS		
	FRONT OIL SEALS		
	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
	STANDARD SPINDLE NUTS FOR ALL AXLES		
	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
	TRW THP-60 POWER STEERING		

	Description	Weight Front	Weight Rear
	POWER STEERING PUMP		
	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
	RS-21-160 21,000# R-SERIES SINGLE REAR AXLE		180
	5.63 REAR AXLE RATIO		
	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		
	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
	NON-ASBESTOS REAR BRAKE LINING		
	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
	CONMET CAST IRON REAR BRAKE DRUMS		
	REAR OIL SEALS		
	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120
	SPRING SUSPENSION - NO AXLE SPACERS		

	Description	Weight Front	Weight Rear
	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
	FORE/AFT CONTROL RODS		
Brake System			
	AIR BRAKE PACKAGE		
	WABCO 4S/4M ABS		
	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
	FIBER BRAID PARKING BRAKE HOSE		
	STANDARD BRAKE SYSTEM VALVES		
	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
	STD U.S. FRONT BRAKE VALVE		
	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
	AIR DRYER FRAME MOUNTED		
	STEEL AIR BRAKE RESERVOIRS		
	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
Trailer Connections			
	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
	UPGRADED CHASSIS MULTIPLEXING UNIT		
	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
	4800MM (189 INCH) WHEELBASE		
	9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI		
	1900MM (75 INCH) REAR FRAME OVERHANG		
	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-20	80
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 123.43 in		
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 120.43 in		

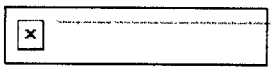
	Description	Weight Front	Weight Rear
	CALC'D FRAME LENGTH - OVERALL : 302.75		
	CALCULATED FRAME SPACE LH SIDE : 88.91 in		
	CALCULATED FRAME SPACE RH SIDE : 193.76 in		
	CALC'D SPACE AVAILABLE FOR DECKPLATE : 123.45 in		
	SQUARE END OF FRAME		
	FRONT CLOSING CROSSMEMBER		
	STANDARD WEIGHT ENGINE CROSSMEMBER		
	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
	STANDARD REARMOST CROSSMEMBER		
	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
	FRONT TOW HOOKS - FRAME MOUNTED	15	
	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
	42 GALLON/159 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	10	
	RECTANGULAR FUEL TANK(S)		
	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
	FUEL TANK(S) FORWARD		
	BLACK STEP FINISH		
	FUEL TANK CAP(S)		
	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
	EQUIFLO INBOARD FUEL SYSTEM		
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
	MICHELIN XZE2 275/80R22.5 14 PLY RADIAL FRONT TIRES	2	

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	Description	Weight Front	Weight Rear
	MICHELIN XDN2 275/80R22.5 14 PLY RADIAL REAR TIRES		44
Hubs			
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS		
	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 2-HAND STEEL DISC REAR WHEELS		
	FRONT WHEEL MOUNTING NUTS		
	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	AIR CAB MOUNTING		
	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
	LH AND RH GRAB HANDLES		
	MOLD-IN COLOR GRILLE		
	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
	FIBERGLASS HOOD		
	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
	DUAL ELECTRIC HORNS		
	SINGLE HORN SHIELD		
	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
	KEY QUANTITY OF 4		
	REAR LICENSE PLATE MOUNT END OF FRAME		
	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
	LED AERODYNAMIC MARKER LIGHTS		
	DAYTIME RUNNING LIGHTS		
	TRUCK-LITE 40 STOP/TAIL WITH SEPARATE BACKUP LIGHTS GROMMET MOUNTED		5
	STANDARD FRONT TURN SIGNAL LAMPS		
	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS		

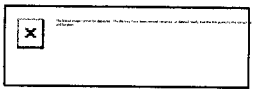


	Description	Weight Front	Weight Rear
	DOOR MOUNTED MIRRORS		
	102 INCH EQUIPMENT WIDTH		
	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
	STANDARD SIDE/REAR REFLECTORS		
	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
	63X14 INCH TINTED REAR WINDOW		
	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
	RH AND LH ELECTRIC POWERED WINDOWS	4	
	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
	OPAL GRAY CLOTH INTERIOR		
	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
	BLACK MATS WITH SINGLE INSULATION		
	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
	IN DASH STORAGE BIN		
	(2) CUP HOLDERS LH AND RH DASH		
	GRAY/CHARCOAL FLAT DASH		
	SMART SWITCH EXPANSION MODULE		
	2-1/2 LB. FIRE EXTINGUISHER	5	
	FIRST AID KIT	2	
	HEATER, DEFROSTER AND AIR CONDITIONER		
	STANDARD HVAC DUCTING		
	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
	STANDARD HEATER PLUMBING		
	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
	BINARY CONTROL, R-134A		
	STANDARD INSULATION		

	Description	Weight Front	Weight Rear
	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
	LH AND RH ELECTRIC DOOR LOCKS		
	(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH		
	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
	INBOARD DRIVER SEAT ARMREST, NO PASSENGER SEAT ARMREST	2	
	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
	VINYL WITH VINYL INSERT DRIVER SEAT		
	VINYL WITH VINYL INSERT PASSENGER SEAT		
	BLACK SEAT BELTS		
	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
	GRAY DRIVER INSTRUMENT PANEL		
	GRAY CENTER INSTRUMENT PANEL		
	BLACK GAUGE BEZELS		
	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
	97 DB BACKUP ALARM		3
	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		

Description	Weight Front	Weight Rear
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	10	
ELECTRIC ENGINE OIL PRESSURE GAUGE		
AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
IDLE LIMITER, ELECTRONIC ENGINE		
FOUR ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		
BW TRACTOR PROTECTION VALVE		
TRAILER HAND CONTROL BRAKE VALVE		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		

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	Description	Weight Front	Weight Rear
	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY

BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT

POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)

POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)

BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX

STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Raw Performance Data

CALC'D FRAME LENGTH - OVERALL : 302.75

CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 120.43 in

CALC'D SPACE AVAILABLE FOR DECKPLATE : 123.45 in

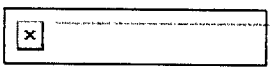
Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	6887 lbs	4060 lbs	10947 lbs
Total Weight+	6887 lbs	4060 lbs	10947 lbs



(+) Weights shown are estimates only.

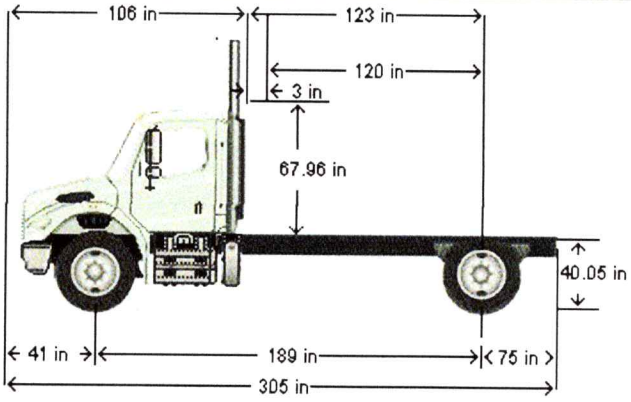
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106
Wheelbase (545) ..... 4800MM (189 INCH) WHEELBASE
Rear Frame Overhang (552) ..... 1900MM (75 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) ..... NO FIFTH WHEEL
- Mounting Location (577) ..... NO FIFTH WHEEL LOCATION
- Maximum Forward Position (in) 0
- Maximum Rearward Position (in) 0
- Amount of Slide Travel (in) 0
- Slide Increment (in) 0
- Desired Slide Position (in) 0.0

Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) ..... NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016) ..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	123.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	120.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	198.2
Cab Height (CH)	68.0
Wheelbase (WB)	109.0
Frame Overhang (OH)	74.0
Overall Length (OAL)	304.5
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	40.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	12000.0
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	21000.0
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	33000
Expected GCW (lbs)	50000.0
Front Axle (400)	MFS-12-143A 12,000# FF1 71.5 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE
Front Suspension (620)	12,000# DUAL TAPERLEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502)	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS
Front Tires (093)	MICHELIN XZE2 275/80R22.5 14 PLY RADIAL FRONT TIRES
Front Brakes (402)	MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536)	TRW THP-60 POWER STEERING
Rear Axle (420)	RS-21-160 21,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622)	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
Rear Hubs (450)	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505)	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 2-HAND STEEL DISC REAR WHEELS
Rear Tires (094)	MICHELIN XDN2 275/80R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423)	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)	NO PUSHER/TAG BRAKES



Prepared for:
Jeff Jeff
City of Merced
678 W 18th street
Merced, CA 95340
Phone: 209402-0551



Prepared by:
Russ Gebhard
GOLDEN GATE TRUCK CENTER
8200 BALDWIN STREET
OAKLAND, CA 94621
Phone: 5106323535

TABLE SUMMARY - GVWR

	Front	Rear
Axle Component Weight Ratings		
Axles	12000	21000
Suspension	12000	23000
Hubs	14700	26000
Brakes	13200	22000
Wheels	14800	29600
Tires	12350	22700
Power Steering	13300	N/A
GAWR (per axle)	12000	21000
GAWR (per axle system)	12000	21000
Expected Load (per axle system)	12000	21000
GVWR due to Frame	33000	
GVWR due to Transmission	80000	
Vehicle GVWR Summary		
Calculated GVWR	33000	
Expected GVWR	33000	
All weights displayed in pounds		

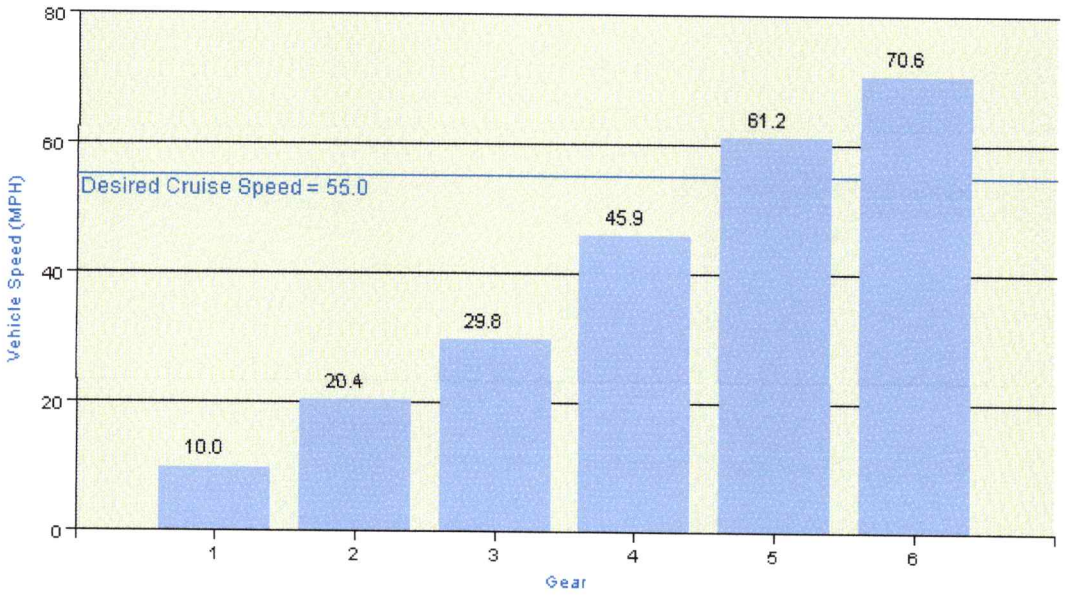
Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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OPERATING SPEED



Rear Axle Ratio = 5.63

Engine RPM = 2200

VEHICLE SPECIFICATIONS SUMMARY - OPERATING SPEED

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Top Speed (mph)	70.6
Engine RPM	2200.0
Desired Cruise Speed (mph)	55.0
Engine (101)	CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM

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Governed RPM 2200
Transmission (342) ..... ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Rear Axle (420) ..... RS-21-160 21,000# R-SERIES SINGLE REAR AXLE
Number of Speeds 1
Rear Axle Gear Ratio(s) ..... 5.63 REAR AXLE RATIO
Rear Tires (094) ..... MICHELIN XDN2 275/80R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile 511
Auxiliary Transmission (352) ..... NO AUXILIARY TRANSMISSION
High Gear Ratio ..... N/A
Low Gear Ratio ..... N/A
Transfer Case (373) ..... NO TRANSFER CASE
High Gear Ratio ..... N/A
Low Gear Ratio ..... N/A

TABLE SUMMARY - OPERATING SPEED

Transmission Gear	Transmission Gear Ratio	Overall Gear Ratio	Vehicle Speed (MPH)
1	4.59	25.84	10.0
2	2.25	12.67	20.4
3	1.54	8.67	29.8
4	1.00	5.63	45.9
5	0.75	4.22	61.2
6	0.65	3.66	70.6
Desired Cruise Speed (mph)			55.0
Engine RPM			2200
Rear Axle Ratio			5.03

*Blue background represents value input by user.

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



RUCKSTELL
CALIFORNIA SALES CO., INC.

Ruckstell California Sales Co.
3399 E Malaga Ave
Fresno, CA 93725-9200
Phone: (559) 233-3277
Fax: (559) 233-9844

Quotation

Quote To: City Of Merced
1776 Grogan
Merced, CA 95340
United States

Quote Number:	50718			**Contact:**	WALLY BROUGHTON
Quote Date:	07/07/2020	**Expires:**	08/06/2020	**Inquiry:**	
Customer:	CITY OF MERC			**Terms:**	Due On Receipt
Salesman:	Inahara, Edward			**Phone:**	209-385-6944
Ship Via:	Delivery			**FAX:**	209-388-8746
FOB:	Origin			**Delivery:**	Will Call

Wally here is the current pricing for the rear loader. It's 4589.52 higher than the original quote from 02/21/2020. Call me if you need to.

Item	Part Number / Description	Revision	Quantity	Price
1	CHASSIS 2021 LH DRIVE 520 PETERBILT		1	$123,734.000 /EA
	32RL KING COBRA 32 YARD KING COBRA REAR LOADER WITH THE FOLLOWING OPTIONS		1	$84,848.090 /EA
2	FULL FACTORY MOUNT		1	$0.000 /EA
3	KICK BAR W / LATCH KIT		1	$0.000 /EA
4	SHOVEL AND BROOM HOLDER		1	$0.000 /EA
5	ACCESS DOOR STEPS		1	$0.000 /EA
6	BACK UP LIGHTS LED MID BODY BACK UP LIGHTS		1	$0.000 /EA
7	WORK LIGHTS LED WORK LIGHTS MOUNTED INSIDE UPPER TAILGATE		1	$0.000 /EA
8	STROBE LIGHT LED STROBE LIGHT SURFACE MOUNT UPPER TAILGATE CENTER		1	$0.000 /EA
9	STROBE LIGHT STROBE LIGHT PACKAGE INTEGRATED STROBE SYSTEM		1	$0.000 /EA
10	PTO AUTO-TRANS (HOT SHIFT W / OVER SPEED) GEAR PUMP		1	$0.000 /EA
11	BYPASS ELECTRONIC FILTER BY-PAS INDICATOR IN CAB		1	$0.000 /EA
12	HOPPER LINER HOPPER FLOOR 1/2" 50K W / 1/4" 100K BACK LINER		1	$0.000 /EA

Item	Part Number Description	Revision	Quantity	Price
13	SALES TAX CITY OF MERCED SALES TAX		1	$17,208.030 /EA
14	FREIGHT OUT BOUND DRIVE OUT COSTING		1	$6,000.000 /EA
			Total:	***$231,790.12***

By Inahara, Edward

Ruckstell California Sales Co.

RUCKSTELL
CALIFORNIA SALES CO., INC.

Ruckstell California Sales Co.
3399 E Malaga Ave
Fresno, CA 93725-9200
Phone: (559) 233-3277
Fax: (559) 233-9844

Quotation

Quote To: City Of Merced
1776 Grogan
Merced, CA 95340
United States

Quote Number:	50719			**Contact:**	Patty
Quote Date:	07/08/2020	**Expires:**	08/07/2020	**Inquiry:**	
Customer:	CITY OF MERC			**Terms:**	Net 30
Salesman:	Inahara, Edward			**Phone:**	209-385-6985
Ship Via:	Will Call			**FAX:**	209-725-3117 acnts
FOB:	Origin			**Delivery:**	Will Call

WALLY THIS QUOTE IS CURRENT COSTING FOR THE AUTOMATED'S AND CHASSIS. IT INCLUDES ALL FEE'S AS WELL.
WALLY I LOOKED BACK AT THE ORIGINAL PO FOR THE TWO UNIT'S WAS WRITTEN FOR 263,161.86 EACH PLUS
22,123.36 SALES TAX EACH PLUS
5,000.00 FREIGHT EACH FOR A TOTAL OF 290,285.72 EACH

Item	Part Number Description	Revision	Quantity		Price
1	CHASSIS 2021 RH DRIVE 520 PETERBILT		1	$135,014.000	/EA
2	AUTOMATED 31 YARD NEWAY SIDEWINDER W / THE FOLLOWING OPTIONS		1	$133,827.730	/EA
3	FACTORY MOUNT FULL FACTORY MOUNT		1	$0.000	/1
4	CRUSHER PANEL HYDRAULIC PRE-CRUSHER PANEL		1	$2,807.780	/EA
5	SHOVEL & BROOM SHOVEL AND BROOM MOUNTED ON BODY		1	$0.000	/EA
6	CLEAN OUT TOOL TROUGH CLEAN OUT TOOL		1	$0.000	/EA
7	ACCESS LADDER HOPPER ACCESS LADDER		1	$0.000	/EA
8	LIGHTING LED MID BODY BACKUP LIGHTS		1	$0.000	/EA
9	LIGHTING LED BACKUP LIGHTS (MID TAILGATE)		1	$0.000	/EA
10	LIGHTING LED WORK LIGHTS (1 IN HOPPER) (1 CURBSIDE TOWARDS ARM)		1	$0.000	/EA
11	STROBE LIGHTS ITEGRATED STROBE SYSTEM (2) ROUND LIGHTS MOUNTED UPPER TAILGATE		1	$0.000	/EA

Item	Part Number Description	Revision	Quantity	Price
12	CAMERA DUAL SAFETY VISION CAMERA SYSTEM (1) IN HOPPER, (1) ON CENTER OF TAILGATE		1	$0.000 /EA
13	WARRANTY 2-YEAR CYLINDER WARRANTY		1	$0.000 /EA
14	WARRANTY 1-YEAR BODY WARRANTY		1	$0.000 /EA
15	WARRANTY 1-YEAR ARM WARRANTY		1	$0.000 /EA
16	WARRANTY 1-YEAR HYDRAULIC WARRANTY		1	$0.000 /EA
17	PUMP FRONT MOUNT TANDEM VANE PUMP		1	$0.000 /EA
18	CONTROLS ARM CONTROL'S ROCKER SWITCHES UNDER SEAT		1	$0.000 /EA
19	ALARM AUTO VOLUME BACK UP ALARM (87 dB TO 112 dB)		1	$0.000 /EA
20	FILTER BYPASS ELECTRONIC FILTER BYPASS INDICATOR IN CAB		1	$0.000 /EA
21	TOOL BOX 18" X 18" X 24" FRAME MOUNTED TOOL BOX		1	$0.000 /EA
22	FIRE EXTINGUISHER 10 lb FIRE EXTINGUISHER		1	$0.000 /EA
23	TRIANGLE KIT TRIANGLE KIT		1	$0.000 /EA
24	PAINT UNIT PAINTED WHITE (L0006EB) TO MATCH CAB ARM SAFETY YELLOW		1	$0.000 /EA
25	SALES TAX CITY OF MERCED SALES TAX		1	$22,411.090 /EA
26	FREIGHT OUT BOUND DRIVE OUT COST FRO SCRANTON TO FRESNO		1	$6,000.000 /EA
			Total:	***$300,060.60***

By

Ruckstell California Sales Co.

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Sourcewell-mn.gov
membership@sourcewell-mn.gov
877-585-9706

City of Merced

Member # 2325

Dr. Chad Coauette, PhD, Executive Director/CEO

ADMINISTRATIVE REPORT

Agenda Item I.10. Meeting Date: 8/3/2020

Report Prepared by: Leah Brown, Water Conservation Coordinator, Public Works

SUBJECT: Department of Water Resources Proposition 1 Grant Awarded to the Merced Integrated Regional Water Management Authority, Which Includes a City of Merced Project for Surface Water Irrigation to Parks and Weather Based Irrigation Controllers

REPORT IN BRIEF

The Merced Integrated Regional Water Management Authority (MIRWMA) has agreed to accept on behalf of its member agencies a Department of Water Resources Proposition 1 Grant which includes a City of Merced project for Surface Water Irrigation to Parks and Weather Based Irrigation Controllers.

RECOMMENDATION

For Information Only.

AUTHORITY

Charter of the City of Merced, Section 200.

DISCUSSION

Proposition 1 Grant

Proposition 1 authorized $510 Million in Integrated Regional Water Management (IRWM) grant funds for agencies throughout the State. The City of Merced (City) entered into a Joint Powers Agreement in May 2016 to form the Merced Integrated Regional Water Management Authority (MIRWMA). As a member agency of MIRWMA, the City is part of the San Joaquin River Funding Area which was allocated $34 Million. Within the funding area, the IRWM Regions agreed to “Pre-Allocate” the $34 million ensuring that each area received funding. The MIRWMA negotiated for $3,007,883 worth of pre-allocated funding; this amount is consistent with past IRWM grant awards to the region. Currently we are in Round 1 of Proposition 1 funding, with at least two rounds anticipated.

On October 23, 2019, MIRWMA authorized via Resolution No. 2019-3 (attached) the execution and submission of a grant application to the Department of Water Resources (DWR) for the 2018 IRWM grant funding and authorized the Merced Irrigation District (MID) to administer the submission and implementation of the grant. MIRWMA submitted five projects for Round 1, including the Surface Water Irrigation to Parks & Weather Based Irrigation Controllers project specific to the City of Merced. The grant award totaled approximately $2.33 million, with $346,425 allocated to the City of Merced project.

Round 1 Projects:

Project Title	LPS	(a) Cost Share: Non State Fund Source(s)	(b) Requested Grant Amoun	(c) Other Cost Share	(d) Total Cost
Park Irrigation with Surface Water	City of Livingston	$187,381	$172,619	$0	$360,000
Le Grand Canal near Black Rascal	MID	$0	$1,318,617	$56,383	$1,375,00
Merced LIDAR and Real Time Simu Flood Control Modeling	MID	$0	$239,749	$39,468	$279,217
Rice Field Pilot Study Monitoring Wells	MID	$0	$239,749	$27,861	$267,610
Surface Water Irrigation to Parks & Weather Based Irrigation Controller	City of Merced	$0	$335,648	$10,777	$346,425
Grant Administration	MID	$0	$27,153	$4	$27,157
Proposed Total		**$187,381**	**$2,333,535**	**$134,493**	**$2,655,40**

At the time of the application, the grant match requirement was requested to be waived due to the Disadvantaged Community (DAC) designation. DWR had previously waived cost shares due to the DAC designation and it was assumed that this waiver would be afforded going forward. However, at the time of the award, MIRWMA was notified that the DAC designation would not be applied to this; therefore, each project has a minimal cost share.

The City's total project cost is $346,425, with a minimal in-kind cost share of $10,777 (3%). The City expects to achieve the in-kind cost share in labor for engineering, design, and implementation of the project. As the administrator of the grant, MID will execute an agreement with DWR. The City of Merced will submit all invoices and requests for reimbursements directly to MID for submittal to DWR. Once the grant agreement is signed by MID and DWR, staff will bring a separate item back to Council authorizing the submission of invoices and accepting reimbursements from MID.

Surface Water Irrigation to Parks & Weather Based Irrigation Controllers

The City's Surface Water Irrigation to Parks and Weather Based Irrigation Controllers project has two parts. The first part would take two City parks off municipal groundwater as their primary source of water and replace irrigation with surface water from MID. The City would work through a conjunctive use agreement with MID utilizing both City recycled water and MID surface water. Initially it would be somewhat of a pilot project and could be expanded in the future to other City parks as a water exchange/conjunctive use program.

The parks chosen (Joe Herb and the Sports Complex) were based on their proximity to existing MID infrastructure. Using surface water in lieu of groundwater, the City's drinking water source, will offset 128 AFY (acre-feet per year) of groundwater that will remain in the Merced Groundwater Basin. Project implementation will include construction and installation of the system infrastructure to convey surface water from MID to the existing irrigation systems at the parks.

The second part of the project is for the purchase and installation of weather-based irrigation

controllers with web interface for parks irrigation systems. The City currently uses Toro Sentinel Controllers, a weather-based irrigation controller, for some parks. The City began to use these controllers in 2011 and currently has about 100 units in the parks and maintenance districts. This powerful, yet simple-to-use controller software is ideal for large users such as cities as it allows a user to control up to 999 field stations from a remote location with a desktop or laptop computer. The project will add 27 more units. The controllers can remotely shut off water, change irrigation times, days, and set alarms for stations if malfunctions occur such as power outages or extreme flows. Having this type of controller reduces manual labor and travel time from controller to controller and most importantly aids in water efficiency as the controller automatically adjusts for changes in weather. Implementation activities include making improvements to the irrigation systems to avoid water loss from malfunctioning valves, timers, sprinklers, and irrigation lines, and installing more weather-based irrigation controllers at parks.

The City is in a critically over-drafted groundwater basin. Any water savings directly supports efforts needed under the Sustainable Groundwater Management Act (SGMA). The project alternative would be for the City to continue using municipal groundwater for irrigation. Once the project is complete, the cost of water saved is estimated to be $30,000 annually. This project was selected because its high conjunctive use potential between the City of Merced and MID, and thus helping to sustain Merced's groundwater supply of potable water for potable uses (rather than irrigation).

Below is the breakdown of the City's project budget:

Project Budget

Proposal Title: Merced Region Prop 1 Round 1 IRWM Implementation Grant Proposal

Project Title: Surface Water Irrigation to Parks & Weather Based Irrigation Controllers

Category		**Grant Amount**	**Other Cost Share**	**Total Cost**
(a)	**Project Administration**	**$0**	**$10,335**	**$10,335**
	Task 1 - Project Managen	$0	$7,254	$7,254
	Task 2 - Reporting	$0	$3,081	$3,081
(b)	**Land Purchase/Easemer**	**$0**	**$0**	**$0**
	Task 3 - Land Purchase	N/A	N/A	N/A
(c)	**Planning/Design/Engine**	**$8,187**	**$442**	**$8,629**
	Task 4 - Feasibility Studie	N/A	N/A	N/A
	Task 5 - CEQA Documen	N/A	N/A	N/A
	Task 6 - Permitting	$0	$200	$200
	Task 7 - Design	$3,379	$0	$3,379
	Task 8 - Project Performa	$4,809	$242	$5,051
(d)	**Construction/Implemen**	**$327,461**	**$0**	**$327,461**
	Task 9 - Contract Service	$1,622	$0	$1,622
	Task 10 - Construction A	$1,067	$0	$1,067
	Task 11 - Construction/In	$324,772	$0	$324,772

(e)	**Grand Total**	**$335,648**	**$10,777**	**$346,425**
Note that numbers may not add due to rounding.				

History and Past Actions

At the May 2, 2016, meeting, Council approved the Joint Powers Agreement (JPA) with the County of Merced, City of Atwater, City of Livingston, Merced Irrigation District, and Stevinson Water District establishing the Merced Integrated Regional Water Management Authority (MIRWMA).

IMPACT ON CITY RESOURCES

The City will document and charge against the grant cost share requirement with in-kind staff time and labor used on this project from Engineering, IT, Water, and Parks personnel.

Each park pays for its water use which can be quite costly. The long-term use of surface water will allow for minimal use of City's municipal water except for domestic purposes providing an on-going long-term savings to parks.

ATTACHMENTS

1. Merced Integrated Regional Water Management Authority Joint Powers Agreement
2. Award Notification for Round 1 Proposition 1 IRWM Implementation Grant
3. Correspondence and MIRWMA Resolution No. 2019-3
4. Grant Agreement Template

RECEIVED
MAY 31 2016
Merced County Health Dept

Merced Integrated Regional Water Management Authority
Joint Powers Agreement

THIS JOINT POWERS AGREEMENT ("Agreement") is dated and made effective as of May 24, 2016 (the "Effective Date") pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500, *et seq.*) by and between the public agencies listed on the attached Exhibit "A", in order to form the Merced Integrated Regional Water Management Authority (MIRWMA)

WHEREAS, it is in the interests of the Members, and the region served by the Members, that the water resources the Members share in common are responsibly managed, protected, and conserved to the extent feasible; and,

WHEREAS, the Members desire to enter into a Joint Powers Agreement (JPA) forming the MIRWMA to provide governance and implement components of the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code, as it may be amended from time to time.

WHEREAS, one of the purposes of the MIRWMA is to coordinate and collaborate on supporting goals and objectives outlined in the adopted 2013 Merced Integrated Regional Water Management Plan, and any subsequent version of the plan to optimize available regional water resources.

WHEREAS, each of the members to this Agreement has various oversight and active roles relative to water resources within the Plan Area described below, including, but not limited to, drought preparedness, water use and reuse, climate change, flood management, protection of surface and groundwater quality, water supply and reliability.

WHEREAS, the members agree that the creation of and participation in the MIRWMA does not create any right or authority over a Members' own internal matters or resources, including, but not limited to, each Member's right to exercise its sole discretion in managing its surface water supplies, groundwater supplies, facilities, operations, water management, or water supply projects.

WHEREAS, MIRWMA's role in groundwater management will be limited to technical support and the development of implementing projects per the adopted plan as it may be amended from time to time, in addition to activities currently undertaken by the Merced Area Groundwater Pool Interests which functions under AB3030 and SB1938.

WHEREAS, the members to this Agreement agree that the MIRWMA is not intended to be and does not create a Groundwater Sustainability Agency (GSA), as referenced in the three-bill package, including SB 1168 (Pavley), SB 1319 (Pavley), and AB 1739 (Dickinson), signed into law on September 16, 2014, or any other current or future regulatory entity.

MERCED COUNTY CONTRACT NO 2016102

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the members hereto as follows:

In all respects as set forth in the foundational and material facts set forth in the recitals, inclusive, above, which are hereby incorporated by reference and able to be relied upon for all purposes.

Article I: Definitions

Section 1.01 – Definitions.

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) "Agency" shall mean a city, county, or an entity eligible to hold an AB 3030 plan, compliant with SB 1938, and participate as a member of a Joint Powers Authority pursuant to Government Code Section 6500, *et seq.* of the Government Code.

(b) "Authority" shall mean the MIRWMA, being the separate entity created by the Members through this Agreement pursuant to the provisions of Government Code sections 6500, *et seq*.

(c) "Board of Directors" or "Board" shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.

(d) "Committee" shall mean any committee established pursuant to Section 3.03 of this Agreement.

(e) "Fiscal Year" shall mean that period of 12 months established as the Fiscal Year of the Authority pursuant to Section 4.01 of this Agreement.

(f) "Days" shall mean calendar days.

(g) "Members" shall mean those members of the Authority more particularly identified on Exhibit A, and any members that shall hereafter become members in accordance with the terms and provisions of this Agreement. All members shall also be an Agency. Upon the admission of any new member, Exhibit A shall be immediately amended and recirculated to each of the members to reflect the updated membership. Agencies requesting membership after the Effective Date of this Agreement must be voted in by the members and may then be designated members.

(h) "Members" or "party" shall mean the members that have executed this Agreement and any subsequent members that have joined in accordance with this Agreement.

(i) "Special Activities" shall mean activities undertaken by the Authority, but are undertaken by fewer than all the members, in the name of the Authority pursuant to Section 3.07.

(j) "Plan Area" shall mean those lands located within the Member boundaries that are within the Merced Sub-Basin, (Bulletin 118 Basin 5-22.04)and are depicted in Exhibit B and in subsequent amendments/modifications.

Article II: Creation of Authority

Section 2.01 – Creation.

The members, pursuant to their joint exercise of powers under the provisions of Government Code sections 6500 *et seq.*, hereby create a public entity to be known as the Merced Integrated Regional Water Management Authority.

Section 2.02 – Term.

This Agreement shall become effective without further action by any party, upon execution by all of the members hereto. This Agreement shall remain in effect until terminated by the Members consistent with the provisions of Section 6.03. Unless it is terminated, this Agreement shall remain in effect and be binding upon the members hereto and upon all subsequent members joined herein for such a period as the Authority engages in any activities under this Agreement. Except as specifically provided in this Agreement, the foregoing provision shall not apply to any party that withdraws from, or is terminated from, its participation in the Authority in accordance with this Agreement.

Any monies collected that have not been expended as of the date of this Agreement shall be credited towards each Member's financial commitment as identified herein.

Section 2.03 – Purpose.

The purpose of this Agreement is to provide for the joint exercise of powers common to each of the Members, through the Authority, to cooperatively carry out the purposes in the adopted Merced Integrated Regional Water Management Plan within the Plan Area in a manner that does not additionally limit a respective Members' rights and authorities over their own water supply matters, including, but not limited to, a Member's surface water supplies, groundwater supplies, facilities, operations, water management, and water supply projects. The Authority is formed solely to coordinate and carry out such activities related to integrated regional water management. Activities

unrelated to such activities concerning integrated regional water management shall not be undertaken by the Authority.

Section 2.04 – Powers.

(a) The Authority shall have the power to take any action to carry out the purposes of this Agreement. The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers provided that said acts are duly adopted by the Board of Directors and are consistent with this Agreement.

(b) Notwithstanding anything in this Agreement, the Authority shall not have the power to control or limit a Member's rights and authorities over its internal matters or resources, including but not limited to surface water supplies, ground water supplies, facilities, operations, water management, or water supply projects. Likewise, the Authority shall have no power to interfere with a Member's rights, use, or management of a Member's water or water supply.

(c) The Authority shall be prohibited from filing suit against a California Environmental Quality Act ("CEQA") or National Environmental Policy Act ("NEPA") review prepared by any Member, unless required by law to do so. The Authority shall be prohibited from commenting on any CEQA and NEPA document from any Member.

(d) The Authority shall have no power to regulate land use or any regulatory power accorded to the Members.

Article III: Internal Organization

Section 3.01 – Governing Body.

Except to the extent certain powers are delegated to a Committee pursuant to Section 3.03, the Authority shall be governed by a Board of Directors, that is hereby established and that shall be initially composed of one representative from each of the Members. Without amending this Agreement, the Board of Directors composition may be altered from time to time to reflect the termination and/or admission of any new Members. The term of the Board of Directors shall be for two (2) years.

Each Member shall select a representative, a first alternate, and a second alternate from its governing body, or an appointment from the governing body to serve as their Board Director.

The role of each alternate Director shall be to assume the duties of the Director appointed by his/her Member entity in case of the absence or unavailability of such Director, including, without limitation, such Director's duties as a member of any

Committee established pursuant to Section 3.03. The Directors and alternates so named shall continue to serve until their respective successors are appointed.

Section 3.02. – Officers.

The Board shall select a Chair from among the Board of Directors who shall be the presiding officer of the Board meetings. The Board shall select a Vice Chair from among the Board of Directors who shall serve as the presiding officer in the absence of the Chair. The Board shall also select a Secretary, who need not be a member of the Board of Directors. The Board shall also select a Treasurer, who need not be a member of the Board of Directors. The terms of such Officers shall be established by the Board of Directors annually with each Officer being able to serve a maximum of two consecutive terms. The Board may, with cause, alter the appointments, from time to time, at its sole discretion. 'Cause' for purposes of this Agreement means the conviction of a crime of moral turpitude or violation of a conflict of interest law as set forth in either the California Political Reform Act (Government Code section 87100, et. seq.) or Government Code section 1090, the failure of a Board of Director to participate in more than 3 consecutive meetings of the Authority, or such other act or omission of a Board of Director that the remaining Directors determine by unanimous vote is unbecoming of the position and reflects poorly upon the Authority such that his or her removal from the Board is appropriate.

Section 3.03 – Committees.

There shall be established Committees as the Board of Directors shall determine from time to time. Each such Committee shall be comprised of less than a quorum of representatives of Members, shall exist for the term specified in the action establishing the Committee, shall meet as directed by the Board of Directors, and shall make recommendations to the Board of Directors on the activity(ies) of the Authority for which the Committee was established. When the Board of Directors establishes a Committee, each Member shall identify its representative on a Committee, and may alter its appointment, from time to time, at its sole discretion.

Section 3.04 – Seal; Bylaws.

The Board may (but need not) adopt an official seal for the Authority and adopt such bylaws as it may deem necessary to regulate the affairs of the Authority in accordance with this Agreement. The bylaws may be amended from time to time by the Board of Directors as it may deem necessary and may address any matter, including, but not limited to financing, personnel and management of the Authority or any committee therein.

Section 3.05 – Voting; Quorum.

(a) A quorum for the transaction of Authority Business shall be consistent with Exhibit C. Each Board of Director (or in his/her absence alternate Director) shall be entitled to one vote. Any Board member abstaining from a vote shall be counted for

purposes of determining the existence of a quorum, but shall not be deemed to be voting.

(b) Any action by the Board of Directors shall require a vote consistent with Exhibit C.

Section 3.06 – Meetings.

Meetings of the Board of Directors and Committees (to the extent applicable) shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Sections 54950, *et seq.*, as amended from time to time.

Section 3.07 – Special Activities.

With a prior approval of the Board of Directors granted at a noticed public meeting, Members may undertake Special Activities in the name of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (i) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (ii) the Members to the activity agreement shall indemnify, defend and hold the Authority, and the Authority's other Members, employees, and agents harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. Members not electing to participate in the Special Activity shall have no rights, benefits, debts, liabilities or obligations attributable to such Special Activity.

Article IV: Financial Provisions

Section 4.01 – Fiscal Year.

The Fiscal Year of the Authority shall be from July 1 through June 30 of each year.

Section 4.02 – Funds Accounts.

(a) The Treasurer shall serve as the Fiscal Agent for the Authority unless otherwise directed by the Board. The Fiscal Agent shall be responsible for all money of the Authority from whatever source.

(b) All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly

during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members during normal business hours.

(c) The Authority shall contract with a certified public accountant to make an audit or review of the accounts and records of the Authority, which shall be conducted in compliance with Section 6505 of the California Government Code. The Fiscal Agent shall have the right to reject any proposed certified public accountant. All costs associated with this Audit shall be the full responsibility of the Authority.

Section 4.03 – Property.

The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 4.02 above, who shall have charge of, handle, or have access to any property of the Authority.

Section 4.04 – Budget.

The Board of Directors shall approve a budget at its initial meeting and before the beginning of each fiscal year thereafter. Funding for the budget shall be provided in equal proportion by each Party, except as to specific projects or litigation matters in which a Member has not elected to participate. Each Member's Governing Body shall authorize its funding contribution before the beginning of the fiscal year.

(a) Each of the Members may, but are not required to contribute additional money, office space, furnishings, equipment, supplies or services as their respective Governing Boards may deem appropriate.

(b) Funds may also be derived through State and Federal grants, or other available sources. The Authority may also apply for available State and Federal funds and shall make new and additional applications from time to time as appropriate. The Authority may also establish and collect various fees, leases, or rents as may be authorized by law under the common powers of all Members.

(c) The Authority may accept and expend funds from public or private sources subject to the legal restrictions which are set forth in the common powers of the Members for the purpose of carrying out its powers, duties, responsibilities, and obligations specified in this Agreement.

(d) The Authority shall be limited to the making of expenditures or incurring of liabilities in the amount of the appropriations allowed by the budget as adopted and revised by the Authority.

(e) No Member shall be bound, financially or otherwise, by any obligation, contract, or activity undertaken by the Authority unless and except to the

extent agreed upon in writing by the Member, except that each Member shall be obligated to fund its then current annual share of the general basic budget of the Authority, provided such budgets are otherwise approved as provided herein. Funding of other matters shall be through Special Activity agreements, or as otherwise agreed to by the Members in writing. The Members expressly intend that the Authority be solely liable for all debts, awards, judgments, penalties, claims, or other demands for money, action or inaction, regardless of how denominated, characterized, or accrued.

Article V: Management

Section 5.01 – Management.

In addition to, or in lieu of, hiring employees, the Authority may engage one or more members to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. A party so engaged may, but need not, be a Member. Any party so engaged shall have such responsibilities as set forth in the contract for such party's services. All benefits, wages, salary, retirement, taxes or other obligation, economic or otherwise, shall be the sole obligation of the Authority.

Article VI: Relationship of Authority And Its Members

Section 6.01 – Separate Entity; Property.

In accordance with California Government Code Sections 6506 and 6507, and in furtherance of the terms of this Agreement, the Authority shall be a public entity separate and apart from the members to this Agreement. Unless otherwise agreed herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member entities. The Authority shall own and hold title to all funds, property, and works acquired by it during the term of this Agreement.

Section 6.02 – Admission, Withdrawal and Termination of Members.

(a) Additional Agencies may join in this Agreement and become Members upon the approval of the Board of Directors, subject to terms and conditions as may be established by the Board of Directors. Prior to being admitted as a new Member, an entity shall execute an agreement to be bound by the terms of this Agreement and any amendments or supplements hereto, as if such entity had been an original signatory hereto.

Any Member may withdraw from this Agreement by giving written notice of its election to the Chairman. The termination is effective on the 30th day following the notice of withdrawal, the "Effective Date of Withdrawal." A Member may not withdraw from this Agreement if said Member is actively participating in an Authority activity or special activity agreement that otherwise requires the Member's continued participation. In such

event, the Member may withdraw from this Agreement only upon the unanimous consent of the Board of Directors, which may be conditioned as appropriate.

(b) Upon withdrawal, the Member shall not be relieved of all obligations for assessments to pay costs or liabilities of the Authority that were incurred prior to the Effective Date of Withdrawal, and the same shall survive until satisfied in full.

(c) In the event one Member refuses further participation under the Agreement, or is in breach of its obligations under this Agreement, such Member may be terminated by a vote of the Board of Directors consistent with Exhibit C, and upon termination it shall no longer be a member of the Authority, but will be subject to surviving duties and obligations.

(d) Upon the termination, of a Member's participation under Section 6.02(d), such former Member shall have no further obligations to the Authority, except that such Member shall not be relived of any obligations for assessments to pay costs, obligations or liabilities of the Authority, that were incurred prior to the vote terminating that Member's participation under Section 6.02(d) such as obligations arising out of a special activity agreement.

(e) Any provision of this Agreement which imposes an obligation on any Member after the termination of this Agreement shall survive such termination.

Section 6.03 – Termination and Disposition of Property Upon Termination or Determination By Board of Directors of Surplus.

(a) This Agreement may be terminated upon the vote of 2/3 of the Members.

(b) Upon termination of this Agreement, or upon determination by the Board of Directors that any surplus money is on hand, such surplus money shall be returned to the Members of the Authority that contributed such monies in proportion to their contributions. The distribution of the said surplus shall be proportionate to the prior documented contributions of the Members. The Authority shall prepare an accounting that describes the contributions recognized as being subject to distribution.

(c) The Board of Directors shall first offer any surplus properties, works, rights, and interests of the Authority for sale to the Member entities, and the sale shall be based on the highest bid. If no such sale is consummated, then the Board of Directors shall offer the surplus properties, works, rights, and interests of the Authority for sale in accordance with applicable law to any governmental agency, private entity or persons for good adequate consideration.

Each Member shall have the right, but not the duty, to participate in the defense of any action that may result in liability under this section. If a Member that is a party in an action that may cause liability under this section does not give notice to the other Members within five (5) business days of the service of the complaint that may result in

liability, then the other Members will not be subject to contribution under this section unless each individually chooses to accept such liability, in full or part.

Section 6.04 – Liability for Debts.

The Members do not hereby intend to be obligated, either jointly or severally, for the debts, liabilities, or obligations of the Authority, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however if any Member(s) of the Authority is, under such applicable law, held liable for the acts or omissions of the Authority caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement, such Member shall be entitled to contribution from the other Members so that after said contributions each Member shall bear an equal share of such liability.

Article VII: Miscellaneous Provisions

Section 7.01 – Amendment.

This Agreement may be amended from time to time in performance with Exhibit C. To provide non-concurring Members an opportunity to withdraw from the Authority as provided herein, an amendment shall be binding on all Members sixty (60) days after the required concurrence has been obtained.

Section 7.02 – Severability and Validity of Agreement.

Should the participation of any party to this Agreement, or any part, term, or provision of this Agreement, be determined in a court of law to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the remaining terms and provisions.

Section 7.03 – Assignment.

Except as otherwise provided in this Agreement, the rights and duties of the members to this Agreement may not be assigned or delegated without the advance written consent of the Authority, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the members hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of process that party receives under this

Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the members under this Agreement.

Section 7.04 – Notices under Agreement.

Notices authorized or required to be given pursuant to this Agreement shall be in writing, and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the members hereto on Exhibit A of this Agreement, or to such other changed addresses communicated to the Authority and the Member entities in writing, and to such other entities that become Members.

Section 7.05 - Insurance.

The Authority shall procure, carry and maintain commercial general liability insurance to include coverage for all operations of the Authority under this Agreement, including, but not limited to the following: (a) premises, operations and mobile equipment liability; (b) completed operations and products liability; (c) blanket contractual liability; (d) explosion, collapse, and underground hazards; (e) personal injury liability; and (f) protective liability for impacts on the Members' operations. The Authority shall provide the Commercial General Liability Insurance with limits not less than the following: (i) $3,000,000.00 each occurrence, or for a combined occurrence of bodily injury and property damage; (ii) $1,000,000.00 completed operations and products liability; and (iii) $1,000,000.00 personal and advertising injury. The Authority shall provide the policy with an endorsement for a general aggregate limit per project.

Section 7.06 – Defense and Indemnity.

The Members expressly intend that the Authority be solely liable for all debts, awards, judgments, penalties, claims, or other demands for money, action or inaction, regardless of how denominated, characterized, or accrued. In addition, all personnel, labor, benefits, contract liability, and tort liability shall be the sole liability of the Authority and not of one or more Members.

Except for Special Activities as provided in Section 3.07 and disputes arising Section 6.03, the Authority shall assume the defense of, and indemnify, and hold harmless each Party to this Agreement and its respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority undertaken pursuant to this Agreement, except to the extent the liability arises from the gross negligence or willful misconduct of the members seeking indemnity.

Section 7.07 – Dispute Resolution.

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, or withdrawal from this Agreement,

the members involved shall in good faith meet and confer amongst themselves in an attempt to informally resolve such matter(s). If the members are unsuccessful in resolving such matter(s) through an informal meeting process within sixty (60) days of the accrual of the dispute, they shall attempt to resolve such matter(s) through mediation utilizing a commercially recognized alternative dispute resolution provider. If the members are unable to resolve such matter(s) through mediation within ninety (90) days of having contacted the mediator, they may attempt to settle such issue(s) through binding arbitration under the rules and regulations of the American Arbitration Association. Any party requesting arbitration under this Agreement must make a request on the other members by registered or certified mail, with a copy of such request provided to the American Arbitration Association.

The cost of the Arbitrator shall be deposited with the Arbitrator, and shall be borne equally by the members agreeing to arbitration, based on the Arbitrator's estimate, and shall be paid either in advance or as agreed prior to the date set for Arbitration. Each party shall bear their own attorneys' fees and costs.

All costs related to undertaking the rights set forth in this section shall be borne equally by the members involved, and shall be paid either in advance or as agreed. If a party does not pay as required, the non-paying party shall lose its rights under this section.

Section 7.08 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the members hereto. Facsimile or electronic signatures shall be binding. The Authority shall hold all the executed versions of this Agreement and make them available as requested. The Authority shall maintain all public records as required by law.

IN WITNESS WHEREOF, the members hereto, pursuant to resolutions duly and regularly adopted by their respective board of directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above written.

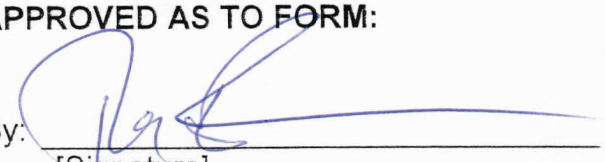
Name of Member: County of Merced

By: 
[Signature]

Date: MAY 2 4 2016

Name: Hubert Walsh, Jr.
Title: Chairman, Board of Supervisors

APPROVED AS TO FORM:

By: 
[Signature]

Date: _____

Counsel Name: Tom Ebersole
Title: Deputy County Counsel

parties by registered or certified mail, with a copy of such request provided to the American Arbitration Association.

The cost of the Arbitrator shall be deposited with the Arbitrator, and shall be borne equally by the parties agreeing to arbitration, based on the Arbitrator's estimate, and shall be paid either in advance or as agreed prior to the date set for Arbitration. Each party shall bear their own attorneys' fees and costs.

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IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective board of directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above –written.

Name of Member: City of Atwater

BY: _____

ITS: MAYOR

Dated: 3/14/2016

750 Bellevue Road
Atwater CA 95301

(address)

Name of Member: City of Livingston

By: _____ Date: 8/4/16
[Signature]

Name: Odi Ortiz
Title: Interim City Manager / Finance Director

APPROVED AS TO FORM:

By: _____ Date: 8/16/16
[Signature]

Counsel Name: Jose M. Sanchez
Title: City Attorney

Name of Member: City of Merced

By: _____ Date: 5/18/16
[Signature]

Name: STEVE CARRIGAN
Title: CITY MANAGER

APPROVED AS TO FORM:

By: _____ Date: 1/11/16
[Signature]

Counsel Name: KENNETH ROZELL
Title: Senior Deputy City Attorney

300066
FUNDS/ACCOUNTS VERIFIED
_____ 5-4-16
FINANCE OFFICE DATE
No funds to encumber. MM 5/3/16

ATTEST:
CITY CLERK

BY _____
Assistant/Deputy City Clerk

Name of Member: Merced Irrigation District

By: _____ Date: 9/21/16
[Signature]

Name: JOHN SWEIGARD
Title: GENERAL MANAGER

APPROVED AS TO FORM:

By: _____ Date: 9/23/16
[Signature]

Counsel Name: Phillip McMurray
Title: General Counsel

Name of Member: Stevinson Water District

By: _____ Date: 1/12/16
[Signature]

Name: JASON JASPER
Title: PRESIDENT

APPROVED AS TO FORM:

By: _____ Date: 1/12/16
[Signature]

Counsel Name: Kevin F. Kelley
Title: General Counsel

Exhibit A

Members

County of Merced

City of Atwater

City of Livingston

City of Merced

Merced Irrigation District

Stevinson Water District

Appendix B

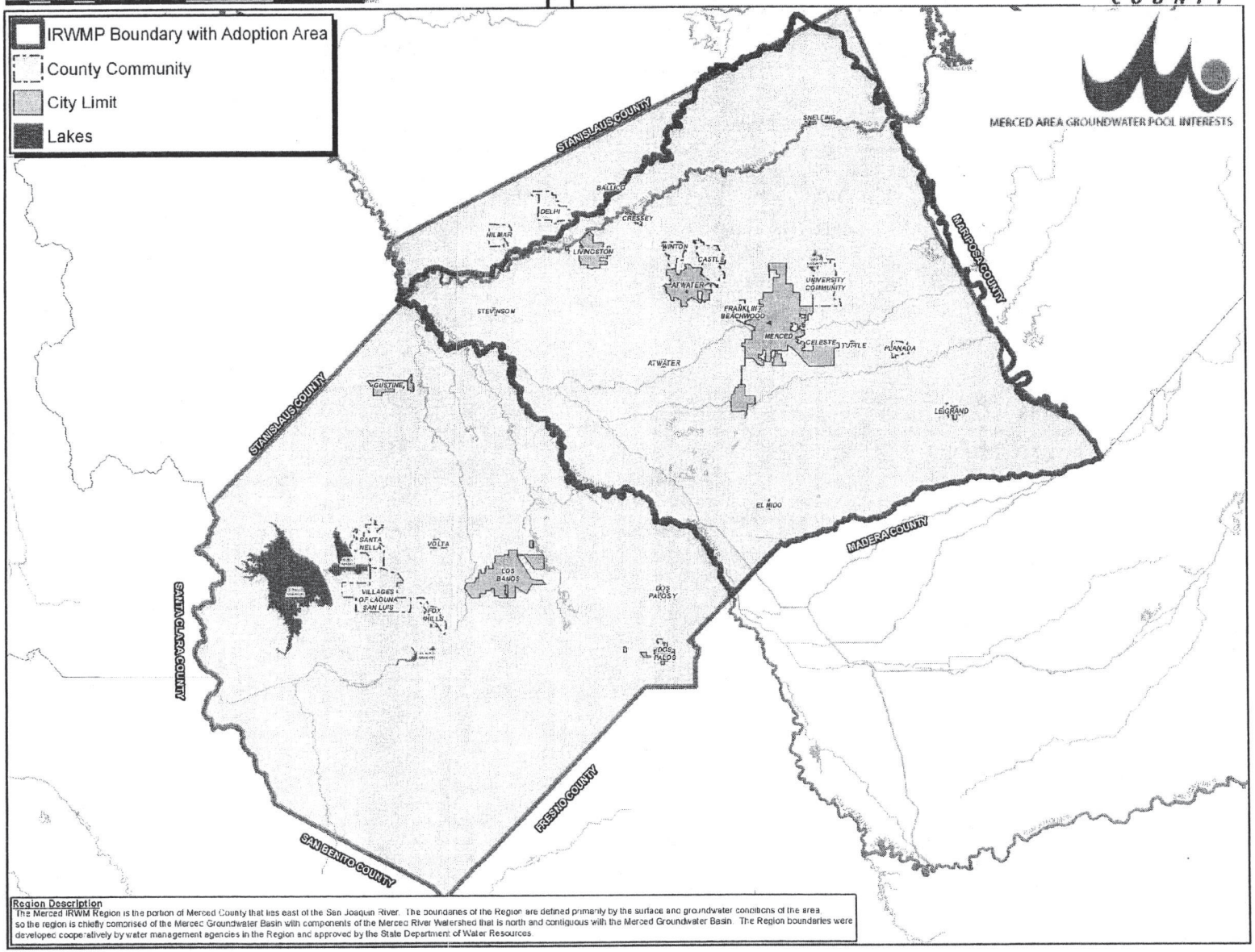

October 9, 2015
Information subject to change
MERCED COUNTY
MERCED AREA GROUNDWATER POOL INTERESTS
IRWMP Boundary with Adoption Area
County Community
City Limit
Lakes
STANISLAUS COUNTY
MARIPOSA COUNTY
MADERA COUNTY
FRESNO COUNTY
SAN BENITO COUNTY
SANTA CLARA COUNTY
SNELLING
BALLICO
DELHI
CRESSEY
HILMAR
LIVINGSTON
WINTON
CASTLE
ATWATER
UNIVERSITY COMMUNITY
FRANKLIN BEACHWOOD
STEVINSON
MERCED
CELESTE
TURLE
PLANADA
LEGRAND
GUSTINE
EL NIDO
SANTA NELLA
VOLTA
LOS BANOS
VILLAGES OF LAGUNA SAN LUIS
FOX HILLS
LOS PAROSY
DOS PALOS
Region Description
The Merced IRWM Region is the portion of Merced County that lies east of the San Joaquin River. The boundaries of the Region are defined primarily by the surface and groundwater conditions of the area, so the region is chiefly comprised of the Merced Groundwater Basin with components of the Merced River Watershed that is north and contiguous with the Merced Groundwater Basin. The Region boundaries were developed cooperatively by water management agencies in the Region and approved by the State Department of Water Resources.

Exhibit C

Voting Matrix

	Action	Voting Requirement
1	Meeting Quorum	Majority
2	Acceptance of Members	2/3
3	Termination of Members	2/3
4	Legal authorities provided to JPA	Unanimous
5	Fiscal Actions – Budget Approvals	2/3
6	Budget Expenditures	Majority
7	Joint Powers Agreement Amendments	2/3
8	Termination of Agreement	2/3
9		
10		

DocuSign Envelope ID: 132440A3-1215-41F0-A050-2324674323A1

STATE OF CALIFORNIA – CALIFORNIA NATURAL RESOURCES AGENCY **GAVIN NEWSOM**, *Governor*

DEPARTMENT OF WATER RESOURCES
1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791

Transmitted via email only.

July 7, 2020

Kevin Padway
Engineering Technician
Merced Irrigation District
744 West 20th St.
Merced, CA 95340

Award Notification for Round 1 Proposition 1 Integrated Regional Water Management (IRWM) Implementation Grant, San Joaquin River Funding Area

Dear Mr. Padway:

Congratulations! We are pleased to inform you that the proposal, Merced Region Prop 1 Round 1 IRWM Implementation Grant Proposal, filed by Merced Irrigation District has been awarded **$2,333,535** by the Department of Water Resources (DWR) for the Round 1 Proposition 1 IRWM Implementation Grant Solicitation. Costs incurred after June 26, 2020 will be eligible for grant reimbursement and costs incurred after January 1, 2015 can be used as required local cost share. This award is conditioned upon the execution of a Grant Agreement between DWR and your agency. Please see the Agreement Template for your reference.

Your timely attention is directed to the following requirements:

Within 14 calendar days of the date of this award letter:

Award Acceptance - Please submit a letter or e-mail signed by the authorized representative (agreement signatory) confirming your agency as the Grantee to accept the grant award in the amount of $2,333,535 and your commitment to provide the required non-State cost share of 50% of the total project costs, excluding projects receiving a cost share waiver or reduction.

Electronic Signatures - DWR uses DocuSign to process signatures electronically to expedite all grant-related documents requiring a signature. In order for DWR to send documents to you via DocuSign, we need your permission and consent. If you consent to the use of DocuSign, please send DWR a letter on official letterhead signed by the authorized representative, consenting to the use of DocuSign for all transactions related to this award. Please contact the DWR Project Manager if you would like sample language. If you prefer not to use electronic signatures, DWR can send documents for original (wet) signatures via email or mail, but this can delay the process significantly, especially during situations such as the COVID-19 public health emergency.

Within 60 calendar days of the date of this award letter, or as otherwise specified in the attachment:

Eligibility Requirements - Attachment 1 (Eligibility Criteria Self Certification Form) outlines the conditions that must be met before the grant agreement can be executed and additional requirements that must be addressed to maintain continuing eligibility and receive grant funds. Please complete, sign (electronically if possible) and submit the form and any required additional documentation to the DWR Project Manager according to the specified time periods.

DocuSign Envelope ID: 132440A3-1215-41F0-A050-2324674323A1

Changes to Work Plan, Budget, and/or Schedule: Please submit a list of projects to be included in the Grant Agreement and any changes to the work plan, budget, and/or schedule since the proposal was submitted. Any proposed changes should be submitted as a Word document in track changes to the original document (work plan, budget and/or schedule), and an explanation of the changes provided. Changes will only be considered acceptable by DWR if the project maintains or increases the level of quality and benefits as compared to the original proposal, unless the grant award amount is less than what was requested in the proposal.

Following receipt of all required information, the DWR Project Manager will work with you to complete the grant agreement for execution and schedule a kick-off meeting.

Your timely attention to these requirements is critical to execute the Grant Agreement; failure to do so may result in DWR revoking the grant award. Please submit the required information in the time periods specified to the DWR Project Manager Desiree Ramirez at Desiree.Ramirez@water.ca.gov.

Please contact Maria Lorenzo-Lee at Maria.Lorenzo-Lee@water.ca.gov or (916) 657-4893 or Ashley Gilreath at Ashley.Gilreath@water.ca.gov or (916) 653-9190 for any questions regarding the required materials.

Again, congratulations to you and your Local Project Sponsors on this well-deserved grant award. Our team appreciates the time and effort you contributed to this new and improved grant solicitation process and we will be reaching out in coming months to get your feedback for use in developing the process for Round 2 starting in 2021. We look forward to working with you to complete these IRWM projects to build water resilience in your communities.

Sincerely,

Carmel Brown

Carmel Brown P.E. ML EE

Chief, Financial Assistance Branch

Division of Regional Assistance

Attachment 1 – Eligibility Criteria Self-Certification Form

July 13, 2020

Ms. Carmel Brown
Chief, Financial Assistance Branch
Division of Regional Assistance
California Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236-0001

RE: Proposition 1, Round 1, Award Notification Letter Requested Documents
Sent via Email only to: DWR_IRWM@water.ca.gov

Dear Ms. Brown,

This letter is in response to your request for required documents dated July 7, 2020, as described in the Proposition 1, Round 1, Award Notification Letter. The Merced Integrated Regional Water Management Authority (MIRWMA) is pleased to receive a funding award of $2,333,535 from the Proposition 1, Round 1, grant solicitation and accepts the grant award. MIRWMA anticipates securing local cost share in the amount of $321,874.

As you may know, MIRWMA is a joint powers authority created in May of 2016, governing the Merced IRWM Region area. MIRWMA's Board members are public elected officials serving the County of Merced, Merced Irrigation District, and the Cities of Merced, Atwater and Livingston.

MIRWMA works closely with local interests and pursues grants that may benefit one or multiple parties to undertake projects benefitting the region. After completing the public review for projects, MIRWMA can assign the pursuit of a certain grant to the Merced Irrigation District (MID), the IRWM Region Coordinator. MIRWMA can also assign the pursuit of the grant to the project sponsor, if that was the only project pursued in a grant.

This letter confirms MIRWMA as the grantee with MID acting on its behalf to administer and execute all grant related documents and tasks. MIRWMA Resolution Number 2019-3 and MID Resolution 2019-37 are enclosed for your records.

Further, MIRWMA does permit and consent to utilizing DocuSign to execute any and all transactions related to this grant agreement, including agreement execution, amendments, invoices and various other documents. A letter from MID regarding DocuSign is also enclosed.

MIRWMA looks forward to proceeding with the proposed projects and working with DWR to improve our local water resources and infrastructure. In the future, please expect all communications to come from MID on MIRWMA's behalf. MID will be following up with the other documents requested in the near future. Should you have any questions, please contact Kevin Padway with MID at (209) 354-2849, or, kpadway@mercedid.org.

Sincerely,

Hicham ElTal,
Merced Region Coordinator

Enclosures (3): MIRWMA Resolution 2019-3
MID Resolution 2019-37
MID DocuSign letter dated July 13, 2020

CC:

Daron McDaniel	MIRWMA Board Chair	dist3@co.merced.ca.us
Jeff Marchini	MIRWMA Board Vice Chair/Secretary	jmarchini@mercedid.org
Mike Murphy	MIRWMA Board Member	murphym@cityofmerced.org
Paul Creighton	MIRWMA Board Member	pcreighton@atwater.org
Gurpal Samra	MIRWMA Board Member	gsamra@cityoflivingston.com
Dena Traina	RAC Chair	dtraina@ppeng.com
Lacey McBride	Merced County Staff	lacey.mcbride@countyofmerced.com
Justin Vinson	City of Atwater Staff	jvinson@atwater.org
Stephanie Dietz	City of Merced Staff	Dietzs@cityofmerced.org
Jose Antonio Ramirez	City of Livingston Staff	citymanager@livingstoncity.com
Kevin Padway	Merced ID Staff	kpadway@mercedid.org
Desireee Ramirez	DWR Staff	desiree.ramirez@water.ca.gov
Maria Lorenzo-Lee	DWR Staff	maria.lorenzo.lee@water.ca.gov

MERCED INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY

RESOLUTION NO. 2019-3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MERCED INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY AUTHORIZING EXECUTION AND SUBMISSION OF A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE 2018 INTEGRATED REGIONAL WATER MANAGEMENT GRANT PROGRAM, ROUND 1 FUNDING; AUTHORIZING THE MERCED IRRIGATION DISTRICT TO ADMINISTER SUBMITTAL AND IMPLEMENTATION THEREOF; AND AUTHORIZING OTHER ACTIONS RELATING THERETO

WHEREAS, the Department of Water Resources (DWR) is soliciting applications for Round 1 of the 2018 Integrated Regional Water Management (IRWM)Grant Program Pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code § 79700 *et seq.*); and

WHEREAS, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 is funded by Proposition 1; and

WHEREAS, the Merced Integrated Regional Water Management Authority (MIRWMA) has solicited projects from local interests through the process of updating the Merced Region Integrated Regional Water Management Plan (IRWMP); and

WHEREAS, the California Department of Water Resources has determined that the Merced Region's IRWMP is consistent with the 2016 IRWM guidelines; and

WHEREAS, the Regional Advisory Committee (RAC) agreed, by consensus, for certain high priority projects to be included in the 2018 IRWM grant application; and

WHEREAS, said selected projects were determined to fit multiple objectives identified in the IRWMP, including but not limited to addressing disadvantaged community needs and preparing for climate change impacts; and

WHEREAS, MIRWMA's core function is to solicit and work with various stakeholders to select the most efficient projects providing multiple benefits for the local community and solicit funding for such projects; and

WHEREAS, MIRWMA will not request advanced funding for the implementation work and will request and authorize the Merced Irrigation District to administer the submittal, execution and administration of agreements similar to previous grants undertaken by the Merced IRWM Region.

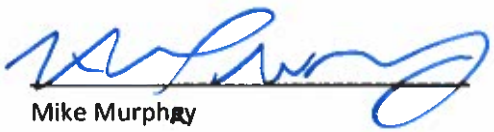
NOW, THEREFORE, BE IT RESOLVED THAT, the Governing Board of the Merced Integrated Regional Water Management Authority hereby authorizes a proposal to be executed and submitted to

the California Department of Water Resources to obtain a Round 1 2018 Integrated Regional Water Management Grant Pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code § 79700 et seq.); and

BE IT FURTHER RESOLVED, that the Governing Board of the Merced Integrated Regional Water Management Authority authorizes the Merced Irrigation District (MID) and endorses the actions by the MID to prepare the necessary data, conduct investigations, and all necessary documents to file such application, and to execute and administer a grant agreement with the California Department of Water Resources for and on the behalf of the Merced Integrated Regional Water Management Authority and the Merced IRWM Region.

PASSED AND ADOPTED by the Board of the Merced Integrated Regional Water Management Joint Power Authority, this 23 day of October, 2019, by the following vote:

Ayes:	Members:	Murphy, McDaniel, Creighton, Marchini
Noes:	Members:	None
Abstain:	Members:	None
Absent:	Members:	City of Livingston



Mike Murphy
Chair
City of Merced



Daron McDaniel
Vice Chair
County of Merced

MERCED IRRIGATION DISTRICT
RESOLUTION NO. 2019-37

RESOLUTION AUTHORIZING APPLICATION FOR ROUND 1 OF THE 2018 INTEGRATED REGIONAL WATER MANAGEMENT GRANT FUNDED BY PROPOSITION 1, AND EXECUTION OF AGREEMENTS AND ADMINISTRATION OF GRANT IMPLEMENTATION AS REQUIRED

WHEREAS, Merced Irrigation District (MID) is a member of the Merced Integrated Regional Water Management Authority (MIRWMA) representing activities related to integrated regional water management (IRWM) within the DWR recognized Merced IRWM Region, resulting from cooperation between agencies and interest in the region; and

WHEREAS, the Merced Region is the hydrologic area that includes the entire Merced Groundwater Basin area in addition to the Merced River watershed north and contiguous to the Merced Groundwater Basin; and

WHEREAS, MIRWMA is a joint powers authority composed of MID, Merced County, and the Cities of Merced, Atwater, and Livingston; and

WHEREAS, a Regional Advisory Committee (RAC) was created and together with elected officials and support staff from the member agencies make up the governance body of MIRWMA; and

WHEREAS, MIRWMA updated the existing Integrated Regional Water Management plan to meet Proposition 1 requirements to be eligible for funding under the DWR IRWM program; and

WHEREAS, MIRWMA is interested in pursuing funding under the 2018 Integrated Regional Water Management Grant Program, Round 1, Pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code § 79700 et seq.) for selected projects approved by the RAC; and

WHERAS, MIRWMA requested through authorization for Merced Irrigation District to be the applicant and sign any documents with DWR to pursue such grant on MIRWMA's behalf, and

WHEREAS, the Merced Irrigation District Board of Directors recognizes and supports the multi-benefits of the Merced Integrated Regional Water Management Plan; and

WHEREAS, the Merced Irrigation District Board of Directors supports such projects for local and statewide resource benefits; and

WHEREAS, the Merced IRWM Region intends to submit a competitive grant proposal for $2.3 Million which include projects sponsored by MID; and

THEREFORE, BE IT RESOLVED by the Board of Directors of Merced Irrigation District that pursuant and subject to all of the terms and provisions of the Grant Application in accordance with the final DWR Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code § 79700 et seq.), under Proposition 1 guidelines and amendments hereto, the General Manager of the Merced Irrigation District, or his designee, is hereby authorized to prepare and submit necessary documents to pursue an IRWM grant on behalf of the Merced Integrated Regional Water Management Authority, and execute the necessary agreements with the California Department of Water Resources to implement the proposed projects if successful.

PASSED AND ADOPTED this 5th day of November 2019, by the Board of Directors of the Merced Irrigation District, by the following vote:

Ayes:	Directors:	Hultgren, Koehn, Long, Marchini, Weimer
Noes:	Directors:	None
Abstain:	Directors:	None
Absent:	Directors:	None

Scott Koehn
President
Merced Irrigation District

Jeff Marchini
Vice President/Secretary
Merced Irrigation District

July 13, 2020

Ms. Carmel Brown
Chief, Financial Assistance Branch
Division of Regional Assistance
California Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236-0001

Re: DocuSign

Dear Ms. Brown,

As requested in your Award Notification Letter dated July 7, 2020, please accept this letter as Merced Irrigation District's permission and consent to utilizing DocuSign to execute any and all transactions related to the Proposition 1, Round 1, IRWM Grant. Should you have any questions, please contact Kevin Padway at 209-354-2849, or, kpadway@mercedid.org.

Sincerely,



Bryan Kelly
Deputy General Manager, Water Resources

GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA

(DEPARTMENT OF WATER RESOURCES) AND

<GRANTEE NAME>

AGREEMENT NUMBER <SAP AGREEMENT NUMBER>

PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)

IMPLEMENTATION GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the <insert Grantee Name>, a <select appropriate descriptor and delete others: public agency, non-profit, etc.> in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section § 10530 et seq.

2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by the State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by <insert the last project completion date based on schedule> in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after <insert date 3 months after the last project work is scheduled to be completed>.

3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed $<INSERT AMOUNT>. This amount may be reduced as per the Paragraph 5.A.ii.

4) GRANTEE COST SHARE. The Grantee is required to provide a Local Cost Share (non-state funds) as set forth in Exhibit B (Budget). Local Cost Share may include Eligible Project Costs directly related to Exhibit A incurred after January 1, 2015.

5) BASIC CONDITIONS.

   A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package (Exhibit A), project(s) that are subject to the California Environmental Quality Act (CEQA) and/or environmental permitting (including final land purchases) shall not be included in this Agreement until CEQA is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.

      i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement as described below.

      ii. A single amendment to the Agreement will be allowed to include projects that complete CEQA and/or acquire permits necessary to begin construction within twelve months of Final Award.

Within this single amendment, any placeholder projects that did not meet the CEQA and permitting eligibility requirements will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement, however, such project could be eligible under the next round of grant solicitation.

B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program Guidelines (2019 Guidelines).

ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports, associated quarterly invoices, and all invoice backup documentation no later than 60 days following the end of the calendar quarter as first determined from the date of the executed Agreement (e.g. If execution date is August 1, then submit by November 1st, February 1st, May 1st and the following August 1st.) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan."

iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.

1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.

2. Work that is subject to the California Environmental Quality Act (CEQA) and/or environmental permitting (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:

a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,

b) Documents that satisfy the CEQA process are received by the State,

c) The State has completed its CEQA process as a Responsible Agency, and

d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA process and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, finding of no significant impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable for Implementation Components/Project(s).

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6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget." Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after the <Insert Final Award date> may be eligible for reimbursement.

   Costs that are not eligible for reimbursement include, but are not limited to, the following items:

   A. Costs, other than those noted above, incurred prior to the award date of this Grant.

   B. Costs for preparing and filing a grant application.

   C. Operation and maintenance costs, including post construction performance and monitoring costs.

   D. Purchase of equipment that is not an integral part of a project.

   E. Establishing a reserve fund.

   F. Purchase of water supply.

   G. Replacement of existing funding sources for ongoing programs.

   H. Meals, food items, or refreshments.

   I. Payment of any punitive regulatory agency requirement, federal or state taxes.

   J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.

   K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

   L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.

8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from

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the Grantee via US mail or Express mail delivery of a "wet signature" or an electronic invoice certified and transmitted via electronic/digital signature (e.g., DocuSign) for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than <choose one: quarterly/monthly>, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Invoices shall accompany a Quarterly Progress Report and shall be submitted no later than sixty (60) days following the end of the quarter as first determined from the date of the Agreement's execution (e.g. If execution date is August 1, then submitted by November 1st, February 1st, May 1st and the following August 1st.) The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.

C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

   i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.

   ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

   iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.

   iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."

   v. Original signature and date of the Grantee's Project Representative. Submit the original "wet signature" copy of the invoice form to the following address: <Insert DWR PM, title & appropriate address> or an electronic signature certified and transmitted via electronic/digital signature (e.g., DocuSign) from authorized representative to <Insert DWR PM, title, & email address>.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., reimbursement or cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in

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suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

9) ADVANCED PAYMENT. Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than $1,000,000 in grant funds, the project proponent may receive an advanced payment of up to 50% of the grant award; the remaining 50% of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been used. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after execution of this Agreement, or later, will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

   A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

   B. If the Grantee is requesting the advanced payment, the request shall include:

      i. Descriptive information concerning each project, consistent with this Agreement

      ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC

      iii. Budget for each project

      iv. A detailed funding plan which shows how the advanced funds will be expended quarterly (i.e., for what, how much, and when, including CEQA and permitting timeline) and clearly identifies the budget to complete the project once the advanced funds have been expended.

      v. An update on project status and any reimbursable funds expended to date

      vi. Any other information that DWR may deem necessary

   C. If a Local Project Sponsor is requesting advanced payment, the Grantee shall submit a single Advance Payment Form Invoice, containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective Local Project Sponsor(s). Within sixty (60) calendar days of receiving the Advanced Payment Form Invoice and all required project information and that information being deemed adequate at the sole discretion of DWR, and subject to the availability of funds, the State will authorize payment of the advanced funds of up to 50% of the grant award for the qualified project(s) or lesser amount as may be requested by the Grantee. The Advanced Payment Form Invoice shall be submitted on forms provided by the State and shall meet the following format requirements:

      i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
      ii. Invoice shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget."

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iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Form Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). After the distribution requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of a signed invoice for costs incurred, including Local Cost Share, and timely Progress Reports as required by Paragraph 14, "Submission of Reports."

iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
   1. An itemization of how advanced funds have been expended to-date (Expenditure Summary), including documentation that supports the expenditures (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
   2. An updated funding plan which that shows how the remaining advanced funds will be expended.
   3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
   4. Proof of distribution of advanced funds to Local Project Sponsor(s), if applicable.

v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Expenditure Summary, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit B, the State will reject the claim and remove them from the Expenditure Summary.

D. Once the Grantee has expended all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement," and any remaining requirements of Paragraph 5, "Basic Conditions."

10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

A. A project is not being implemented in accordance with the provisions of the Grant Agreement.

B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.

C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.

D. Failure to deposit funds in a non-interest-bearing account.

E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.

F. Inappropriate use of funds, as deemed by DWR.

G. Failure to comply with any other term of this Agreement.

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H. Repayment amounts may also include:

i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.

ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;

B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;

C. Failure to operate or maintain the Project in accordance with this Grant Agreement.

D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.

E. Failure to submit quarterly progress reports pursuant to Paragraph 5.

F. Failure to routinely invoice the State pursuant to Paragraph 8.

G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

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A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.

B. Terminate any obligation to make future payments to the Grantee.

C. Terminate the Grant Agreement.

D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines, and Senate Bill No. 555, as stated on page 22 of the Proposal Solicitation Package. For more information, visit the website listed in Appendix A in the 2019 Guidelines.

B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.

C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. Seq.

D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act set forth on page 10 of the 2019 Guidelines.

E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.

F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control. For more information, visit the website listed in Appendix A of the 2019 Guidelines.

14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

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A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report should be submitted to the State no later than four (4) months after the execution of the Agreement, with future reports then due on successive three-month increments (quarterly) based on the invoicing schedule and the date of the first submittal.

B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."

C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Completion Report for each project included in Exhibit A. The Grantee shall submit a Completion Report within ninety (90) calendar days of project completion as outlined in Exhibit F.

D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to be approved by the State.

E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."

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17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.

18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

   A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

   B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

   C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

   D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.

   E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

   A. By delivery in person.

   B. By certified U.S. mail, return receipt requested, postage prepaid.

   C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

   D. By electronic means.

   E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices

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shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources	<Grantee agency/company Name>
Arthur Hinojosa Chief, Division of Regional Assistance P.O. Box 942836 Sacramento, CA 94236-0001 Phone: (916) 653-4736 Email: Arthur.Hinojosa@water.ca.gov	<Grantee Project Representative Name> <Title> <Mailing address line 1> <Mailing address line 2> Phone: (###) ###-#### Email:

Direct all inquiries to the Project Manager:

Department of Water Resources	<Grantee agency/company Name>
<DWR Project Manager Name> <Title> <Mailing address line 1> <Mailing address line 2> Phone: (###) ###-#### Email:	<Grantee Project Manager Name> <Title> <Mailing address line 1> <Mailing address line 2> Phone: (###) ###-#### Email:

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

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Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA	<INSERT GRANTEE NAME>
DEPARTMENT OF WATER RESOURCES	
_____	_____
Arthur Hinojosa	<Grantee Project Representative Name>
Chief, Division of Regional Assistance	<Title>
Date_____	Date_____

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EXHIBIT A

WORK PLAN (or copy their work plan into this item)

PROPOSITION 1 ROUND 1 <REGIONNAME> IRWM IMPLEMENTATION GRANT

NOTE: These are instructions – not to be included in final agreement:

The Work Plan shall contain the following items:

- For each project, a concise description of each task needed to complete the project and the status of each task (including estimated % complete for those tasks already completed or underway prior to the execution of this Agreement). Also include a brief overview of work already completed and work to be performed.
- Grant reporting tasks including the submittal of Quarterly Progress Reports, Invoices, and Final Reports.
- Procedures for coordinating with its partner agencies and organizations that may receive funding from the grant including any contracts, memorandums of understanding (MOUs), and other formal agreements.
- A brief overview of standards, such as construction standards, health and safety standards, laboratory analysis, or accepted classifications methods that will be used in implementation.
- A Project Performance Monitoring Plan for the project(s). Project Performance Monitoring Plan requirements are discussed below.
- A discussion of the status of acquisition of land or rights-of-way. If a funded project requires land to be purchased and/or an easement to be acquired, include a list of needed parcels for each project and the status of the acquisition. If land and/or easement acquisition is not applicable, state as such.
- A listing of all necessary permits and the status of securing such permits, if applicable.
- A plan for the preparation and completion of requirements to comply with CEQA, NEPA, and other environmental laws, if applicable. If environmental compliance efforts have not been completed, include tasks for environmental compliance. Include any environmental mitigation or enhancement actions or tasks necessary to comply with recommended mitigation measures.
- A description of the required tribal notification, if applicable, requirement (PRC §75102). If deemed not applicable, describe the basis for that conclusion. See Appendix C of the 2019 Guidelines for further information.
- Necessary plans and specifications.

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PROJECT 1: Grant Administration

IMPLEMENTING AGENCY: <GRANTEE>

PROJECT DESCRIPTION: The Regional Water Management Group authorized <GRANTEE> to act as the applicant and the grant manager for the Proposition 1, Round 1 IRWM Implementation Grant. <GRANTEE> will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This office will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Grant Administration

Task 1: Agreement Administration

<GRANTEE> will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

<GRANTEE> will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Invoices and associated backup documentation

Task 3: Reporting

<GRANTEE> will be responsible for compiling progress reports for submittal to DWR. <GRANTEE> will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement. For example, progress reports will explain the status of each project and will include the following information: summary of the work completed for the project during the reporting period; activities and milestones achieved; and accomplishments and any problems encountered in the performance of work. Project completion reports will include: documentation of actual work done, changes and amendments to each project, a final schedule showing actual progress versus planned progress, and copies of final documents and reports generated during the project.

Deliverables:

- Quarterly Invoices and backup documentation
- Quarterly Progress Reports and updated schedule
- Grant Completion Report

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- Deliverable due date Schedule

PROJECT X: <Awarded Project Name> (as an example purpose only, not specific)

IMPLEMENTING AGENCY: <Agency Name / Local Project Sponsor Name>

PROJECT DESCRIPTION: <Description of work that will be done, where, and benefits that will be provided.>

Budget Category (a): Project Administration (if applicable) Instruction: If not applicable, it should say "Not applicable"

Task 1: Project Management

Manage grant agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager, <GRANTEE>. Prepare invoices including relevant supporting documentation for submittal to DWR via <GRANTEE>. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation
- Applicable Project Deliverables

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to <GRANTEE> for review and inclusion in a progress report to be submitted to DWR.

Prepare draft Project Completion Report and submit to DWR via <GRANTEE> for DWR Project Manager's comment and review no later than 90 days after project completion. Prepare Report addressing <GRANTEE>/DWRs comments. The report shall be prepared and presented in accordance with the provision of Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Deliverable schedule, with updates as needed
- Acknowledgment of Credit per Condition D.2

Budget Category (b): Land Purchase/Easement (if applicable) Instruction: If not applicable, it should say "Not applicable"

Task 3: Land Purchase

Approximate area of land to be purchased or easement(s) to be acquired. {Add applicable detail}

Deliverables:

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- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation Instruction: If not applicable, it should say "Not applicable"

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. <Add applicable detail>

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Prepare and circulate a Notice of Preparation (including Tribal notification to the California Native Heritage Commission). Prepare draft environmental document(s) and release document(s) for public review. File Notices of Completion and Determination with State Clearinghouse. Prepare letter stating no legal challenges (or addressing legal challenges). After preparation, submit all required documents to the State to facilitate State review per Agreement paragraph 5. <Add applicable detail.>

Deliverables:

- All necessary CEQA documents as required
- No Legal Challenges Letter

Task 6: Permitting

<Insert description>

Deliverables:

- Permits as required

Task 7: Design

<Insert description.>

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Performance Monitoring Plan

Develop and submit a Project Performance Monitoring Plan. The Project Performance Monitoring Plan will include baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points. <Add applicable detail>

Deliverables:

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- Project Performance Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

Activities necessary to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed. <Add applicable detail>

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include: documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. <Add applicable detail>

Deliverables:

- Notice of Completion
- Engineer's Certificate of Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and Demobilization <Add applicable detail>

11(b): Site preparation will include <Add applicable detail>

11(c): Install, construct, excavate <Add applicable detail>

11(d): Improve <Add applicable detail>

Deliverables:

- Monthly Photographic Documentation of Progress
- Acknowledgement of Credit Sign, per Standard Condition D.2

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EXHIBIT B

BUDGET

PROPOSITION 1 ROUND 1 <REGIONNAME> IRWM IMPLEMENTATION GRANT

[Budget Tables provide examples as an outline of the format that may be submitted for this grant program. The budget shall be consistent with the work plan and schedule.]

AGREEMENT BUDGET SUMMARY

PROJECTS		Cost Share: Non-State Fund Source*	Grant Amount	Other Cost Share**	Total Cost	Percent Cost Share
1	Project 1: Grant Administration***	$0	$0	$0	**$0**	%
2	Project 2: <Title>	$0	$0	$0	**$0**	%
X	Project X: <Title>	$0	$0	$0	**$0**	%
	GRAND TOTAL	**$0**	**$0**	**$0**	**$0**	**-**

NOTES:

*Non-State funds represents the 50% required cost share by Proposition 1 and could be from any non-state source (County, Federal, any other agency share, etc.). Other cost share is any additional funding that the Grantee includes above the 50% required cost share; and it could be from any non-state source. Federal funding that passes through the California Governor's Office of Emergency Services is considered from a federal source. Footnote should explain if the Grantee received a cost share waiver or reduction, and what percent the waiver was approved for. List fund source(s). List sources of Cost Share.

** List sources of Other Cost Share, including other State Fund Sources. (Other cost share means the amount that is not required as part of grant/ or proposition)

*** Funding for grant administration cannot exceed 10% of the total requested grant amount of the proposal. This 10% limit includes total grant administration costs incurred by the Grantee and each Local Project Sponsor.

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PROJECT 1: Grant Administration

BUDGET CATEGORY		Cost Share: Non-State Fund Source*	Grant Amount	Other Cost Share**	Total Cost
(a)	Grant Administration	$0	$0	$0	**$0**
	TOTAL COSTS	**$0**	**$0**	**$0**	**$0**

NOTES:

*Footnote should explain if the Grantee received a DAC/EDA cost share waiver or reduction, and what percent the waiver was approved for. List fund source(s).

**List sources of Other Cost Share, including other State Fund Sources.

PROJECT X: <Project X Name>

Implementing Agency:

Project directly serves a need of a Disadvantaged Area?: **Yes/No**

Local Cost Share Required: **X%**

BUDGET CATEGORY		Cost Share: Non-State Fund Source*	Grant Amount	Other Cost Share**	Total Cost
(a)	Grant Administration	$0	$0	$0	**$0**
(b)	Land Purchase / Easement	$0	$0	$0	**$0**
(c)	Planning / Design / Engineering / Environmental Documentation	$0	$0	$0	**$0**
(d)	Construction / Implementation	$0	$0	$0	**$0**
	TOTAL COSTS	**$0**	**$0**	**$0**	**$0**

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

*Footnote should explain if the Grantee received a DAC/EDA cost share waiver or reduction, and what percent the waiver was approved for. List fund source(s).

**List sources of Other Cost Share, including other State Fund Sources.

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EXHIBIT C

SCHEDULE

PROPOSITION 1 ROUND 1 <REGIONNAME> IRWM IMPLEMENTATION GRANT

[Project Schedule Table is an example that provides an outline of the format for a schedule that may be submitted for this grant program. The schedule shall be consistent with the work plan and budget.]

Exhibit C Schedule only dictates the work start date and the work end date for the Budget Category listed. The Grantee should refer to the Deliverable Due Date Schedule that has been approved by the DWR Grant Manager to obtain the estimated due date for the deliverables listed in Exhibit A. The dates listed in Exhibit C Schedule are date ranges that correlates to the activities listed within that Budget Category in Exhibit A.

PROJECT 1: Grant Administration

BUDGET CATEGORY		Start Date	End Date
a	Grant Administration	MM/DD/YYYY	MM/DD/YYYY

PROJECT X: <Project X Name>

BUDGET CATEGORY		Start Date	End Date
a	Grant Administration	MM/DD/YYYY	MM/DD/YYYY
b	Land Purchase / Easement	MM/DD/YYYY	MM/DD/YYYY
c	Planning / Design / Engineering / Environmental Documentation	MM/DD/YYYY	MM/DD/YYYY
d	Construction / Implementation	MM/DD/YYYY	MM/DD/YYYY

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EXHIBIT D

STANDARD CONDITIONS

D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: The Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest-bearing account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: The Grantee shall remit to the State any unexpended funds that were disbursed to the Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from the State to the Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: The Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3) AMENDMENT: This Grant Agreement may be amended by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments shall be in writing stating the amendment request and the reason for the request. The State shall have no obligation to agree to an amendment. Requests solely for a time extension shall be submitted at least 90 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement." Any other request for an amendment shall be submitted at least 180 days prior to the work completion date set forth in Paragraph 2, "Term of Grant Agreement."

D.4) AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, the Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5) AUDITS: The State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit to the State's specifications, at the Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by the Grantee to comply with this

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provision shall be considered a breach of this Grant Agreement, and the State may elect to pursue any remedies provided in Paragraph 12, "Default Provisions" or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of the Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code § 79708 (b))

D.6) BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State to make any payments under this Grant Agreement. In this event, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement and the Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer a Grant Agreement amendment to the Grantee to reflect the reduced amount.

D.7) CALIFORNIA CONSERVATION CORPS: The Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.

D.8) CEQA: Activities funded under this Grant Agreement, regardless of funding source, shall be in compliance with CEQA. (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Grant Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under the Grant Agreement subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."

D.9) CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code § 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code § 5200 et seq.; and

B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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D.10) CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. The State and the Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.11) COMPETITIVE BIDDING AND PROCUREMENTS: The Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement shall be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' State Contracting Manual rules shall be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.12) COMPUTER SOFTWARE: The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.13) CONFLICT OF INTEREST: All participants are subject to State and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, shall result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve- month period prior to his or her leaving State service.

C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)

D. Employees and Consultants to the Grantee: Individuals working on behalf of the Grantee may be required by DWR to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.14) DELIVERY OF INFORMATION, REPORTS, AND DATA: The Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.

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D.15) DISPOSITION OF EQUIPMENT: The Grantee shall provide to the State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by the State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory, the State shall provide the Grantee with a list of the items on the inventory that the State will take title to. All other items shall become the property of the Grantee. The State shall arrange for delivery from the Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by the State.

D.16) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, the Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

i. The dangers of drug abuse in the workplace,

ii. The Grantee's policy of maintaining a drug-free workplace,

iii. Any available counseling, rehabilitation, and employee assistance programs, and

iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:

i. Will receive a copy of the Grantee's drug-free policy statement, and

ii. Will agree to abide by terms of the Grantee's condition of employment, contract or subcontract

D.17) EASEMENTS: Where the Grantee or LPS acquires property in fee title or funds improvements to real property already owned in fee by the Grantee or LPS using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction shall be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee or LPS acquires an easement under this Agreement, the Grantee or LPS agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State can result in termination of this Agreement.

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D.18) FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, the Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.19) GRANTEE'S RESPONSIBILITIES: The Grantee and its representatives shall:

A. Faithfully and expeditiously perform, or cause to be performed, all project work as described in Exhibit A and in accordance with Exhibits B and C.

B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Grantee in the application, documents, amendments, and communications filed in support of its request for funding.

C. Comply with all applicable California, federal, and local laws and regulations.

D. Implement the Project in accordance with applicable provisions of the law.

E. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.

F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. The Grantee shall provide copies of permits and approvals to the State.

G. Be solely responsible for design, construction, and operation and maintenance of projects within the Work Plan. Review or approval of plans, specifications, bid documents, or other construction documents by the State is solely for the purpose of proper administration of funds by the State and shall not be deemed to relieve or restrict responsibilities of the Grantee under this Grant Agreement.

H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Grant Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20) GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.21) INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement, shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.22) INDEMNIFICATION: The Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited

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to any claims or damages arising from planning, design, construction, maintenance and/or operation of this Project and any breach of this Agreement. The Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.23) INDEPENDENT CAPACITY: The Grantee, and the agents and employees of the Grantee, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.24) INSPECTION OF BOOKS, RECORDS, AND REPORT. During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by the Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and the State may withhold disbursements to the Grantee or take any other action it deems necessary to protect its interests.

D.25) INSPECTIONS OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with the State.

D.26) LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at http://www.dir.ca.gov/lcp.asp. For more information, please refer to DIR's Public Works Manual at: https://www.dir.ca.gov/dlse/PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.27) MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibit A, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule shall be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.28) NONDISCRIMINATION: During the performance of this Grant Agreement, the Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation or gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall

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comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

D.29) OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.30) PERFORMANCE BOND: Where contractors are used, the Grantee or LPS shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee or LPS in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph shall be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.31) PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of $200,000, the Grantee or LPS shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.32) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee or LPS shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with the Grantee's service of water, without prior permission of the State. The Grantee or LPS shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Grant Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State.

D.33) PROJECT ACCESS: The Grantee and/or LPS shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.34) REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.35) REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

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D.36) RETENTION: The State shall withhold ten percent (10%) of the funds, for each Project, until the Project is complete and Final Project Report is approved and accepted by DWR. At the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single Component (within a Project) may be released when that Component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.

D.37) RIGHTS IN DATA: The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.38) SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.

D.39) SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:

A. The Grantee, its contractors, or subcontractors have made a false certification, or

B. The Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.

D.40) SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as the State may impose.

D.41) TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, the Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, the Grantee shall provide a reason(s) for termination. The Grantee shall submit all progress reports summarizing accomplishments up until termination date.

D.42) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, “Default Provisions,” the State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, “Default Provisions.”

D.43) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on thirty (30) days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.44) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

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D.45) TIMELINESS: Time is of the essence in this Grant Agreement.

D.46) TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.

D.47) UNION ORGANIZING: The Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, the Grantee, by signing this Grant Agreement, hereby certifies that:

A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.

B. The Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.

C. The Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.

D. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that the Grantee shall provide those records to the Attorney General upon request.

D.48) VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.49) WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

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EXHIBIT E

AUTHORIZING RESOLUTION

In addition to the various legal requirements and naming of a designated representative, the resolution should address the applicant's consent to the use of e-signatures.

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EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Schedule showing actual progress verses planned progress
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Completion Report shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- Description of actual work completed and any deviations from Exhibit A. List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Work Plan
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

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Additional information that may be applicable for implementation projects includes the following:

- As-built drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Post Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is actually performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template will be provided by the assigned Grant Manager. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

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Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
  - Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

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EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit G, "Requirements for Data Submittal."

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: http://www.water.ca.gov/waterdatalibrary/.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online the Grantee will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at: http://www.water.ca.gov/groundwater/casgem/.

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EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

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Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

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EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored component below:

Local Project Sponsor Agency Designation

Sponsored Project:	Project 1: <Title>
Sponsor Agency:	
Agency Address:	
Project Location:	

Project Locations/Sites/Vicinities Map – Provide a map and/or diagrams depicting the project locations and project features (in adequate detail) with respect to project service area (may represent the area covered by a project); the region/funding area boundary, facilities of the project (if applicable); DACs or EDAs within the project area (if applicable); and any other project features that may apply.

Local Project Sponsor Agency Designation

Sponsored Project:	Project 2: <Title>
Sponsor Agency:	
Agency Address:	
Project Location:	

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EXHIBIT J

APPRAISAL SPECIFICATIONS

For implementation projects that include Land Acquisition Only:

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of $150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than $150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors

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impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.

15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).
16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.

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a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.

b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.

28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.

29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.

30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.

31. Implied dedication statement.

32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.

33. Discussion of any departures taken in the development of the appraisal.

34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.

35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:

a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

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EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

For implementation projects that include Land Acquisition Only:

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

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Exhibit L

Project Monitoring Plan Guidance

Introduction

Please include a brief description of the project (maximum ~150 words) including project location, implementation elements, and need for project (what problem will the project address).

Project Monitoring Plan Components

The Project Monitoring Plan should contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at…, at stream mile…)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e.,who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

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ADMINISTRATIVE REPORT

Agenda Item I.11. Meeting Date: 8/3/2020

Report Prepared by: Kim Espinosa, Planning Manager, Development Services Department

SUBJECT: Reimbursement Agreement With Virginia Smith Trust for City Staff Work Relating to Proposed Development Located South of the UC Merced Campus and East of Lake Road

REPORT IN BRIEF

Considers the approval of a Reimbursement Agreement with the Merced County Board of Education acting as Trustee for the Virginia Smith Trust (VST) for City staff work related to their proposed development east of Lake Road, south of the UC Merced Campus.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving a Reimbursement Agreement with the Merced County Board of Education acting on behalf of the Virginia Smith Trust (VST), in the amount of $110,000 to cover the costs associated with the VST development project; and,

B. Approving an increase in revenue in the amount of $110,000 to Account 017-0804-331.01-11-Special Services/Cost Recovery and appropriating the same in Fund 017-Development Services; and,

C. Authorizing the City Manager or the Assistant City Manager to execute the agreement; and,

D. Authorizing the Finance Officer to make the necessary budget adjustments.

ALTERNATIVES

1. Approve as recommended by staff; or,
2. Approve, subject to modifications by the City Council; or,
3. Deny; or,
4. Refer back to staff for reconsideration of specific items (specific items to be addressed in the motion); or,
5. Continue to a future meeting (date and time to be specified in motion).

AUTHORITY

Merced City Charter, Section 200.

CITY COUNCIL PRIORITIES

"Future Annexations/Growth of the City" is included in the FY 20-21 City Council Goals and Priorities.

DISCUSSION

Background

The Merced County Board of Education acts as the trustee for the Virginia Smith Trust (VST). VST is proposing to develop approximately 656 acres east of Lake Road, south of the UC Merced Campus. (See Attachments 1 and 2 for a location map and project description provided by the Developer.) The property is in the County, but within the City's Sphere of Influence. The City, County, and VST have agreed that the County of Merced will be the lead agency for the Project's entitlements and environmental review.

However, the City of Merced will participate in the process in order to facilitate eventual annexation of the Project site into the City and will incur certain costs and expenses in that regard. A Reimbursement Agreement with VST has been prepared (Attachment 3) in order to reimburse the City for those costs. A list of "Project Related Services" has been developed (Exhibit B of Attachment 3), and it has been estimated that those services will not exceed $100,000. An additional Project Management fee of 10 percent or $10,000 will cover the cost of City staff in overseeing the Project Related Services being performed by the Service Provider.

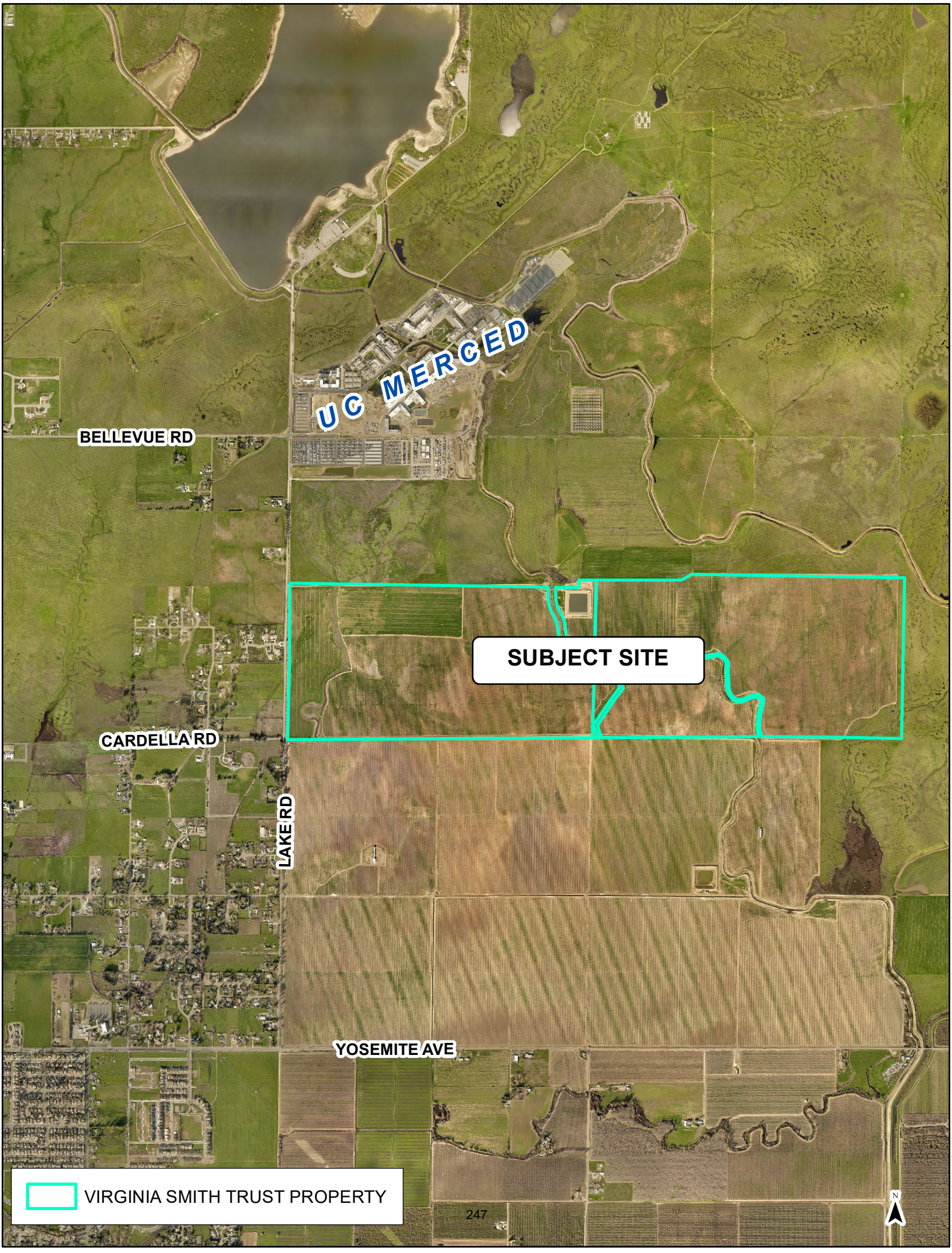
VST and the City have tentatively and mutually agreed that the City will hire a retired City employee, William R. King, retired Principal Planner, to perform these services on behalf of the City. Mr. King was employed by the City from 1999 to 2003 and again from 2004 until he retired on January 13, 2017. During his time with the City, Mr. King worked on many complex projects, such as the Bellevue Community Plan (adopted in 2015), the Climate Action Plan, the Local Hazard Mitigation Plan, South Merced Community Plan, as well as many major development projects, such as the Bellevue Ranch and numerous large annexations. Mr. King's experience and familiarity with the issues affecting this area makes him an excellent choice to perform this work on the City's behalf.

IMPACT ON CITY RESOURCES

The entire cost for the Project Related Services ($100,000), including the Temporary Principal Planner, will be reimbursed to the City by the developers as well as the costs ($10,000) to cover City staff management of the project. Actions to appropriate the revenue to the corresponding Accounts in the Development Services Department budget are included in the recommendation.

ATTACHMENTS

1. Location Map
2. Project Description
3. Reimbursement Agreement


UC MERCED
BELLEVUE RD
SUBJECT SITE
CARDELLA RD
LAKE RD
YOSEMITE AVE
VIRGINIA SMITH TRUST PROPERTY
247
N

Virginia Smith Trust (VST)

Development Project

Project Description

In 1995 the State of California sought out a location for a new UC Campus. The community of Merced was successful in that effort based principally on the "promise" of development of an integrated university community, development of programs to pay for scholarships for local high school and community college graduates, and that the community, and the Virginia Smith Trust (VST) in particular, would commit to developing a plan and implementation program that would result in a world class university campus and an adjacent university community to support and house university students and staff.

Since the selection of the site, the County of Merced, the City of Merced and the community have collaborated on the development and adoption of the University Community Plan (UCP), which was adopted in 2004. As part of that plan, "UCP North" and a "UCP South" areas were designated. The UCP North portion of the Plan Area is the VST property. That plan identified an ambitious collection of land uses, including a range of residential uses appropriate for UC staff and students, a mixed use commercial ("downtown") center that would provide areas for restaurants, retail shops, personal services, entertainment that would be geared toward serving the needs of the university community population and the campus itself. The UCP plan was formally adopted and an EIR was certified for it in 2004. Actual development of the university community area was to be subject to the development and adoption of Specific Plans for each of the component areas Since adoption of the UCP time, the campus population has grown from 1,500 students and staff to 10,980 students and staff, but the supporting housing and commercial areas have lagged behind.

In early 2019 VST started the implementation phase of the UCP North portion of the UCP by developing background information to update the environmental baseline. A draft community plan amendment application was submitted the County of Merced in November 2019 that described development features and proposed land uses for the project site. The land uses in the application relied heavily on assumptions contained in the UC Merced Long Range Development Plan (LRDP) and the 2004 University Community Plan (UCP) prepared for the project site. Since that time, those assumptions have been critically reviewed and evaluated by independent third-party market feasibility analyses and are proposed to be substantially modified. While the essential physical elements have been preserved—commercial component, town center, and higher average densities—the quantities have been modified.

First, the UCP North portion of the project was originally "embedded" in the main campus per the UCP, but is now adjacent. Property boundaries have shifted over the last fifteen years as has the campus master plan. The University's 2009 Long Range Development Plan (LRPD) and other documents have been modified that so that the VST property borders and abuts UCM, but is not and will not be surrounded by it. Now, the Town Center and R&D/office areas will need to be compatible with the 1- 3-story construction that is typical of master planned communities. It was also determined that multi-story vertical mixed uses in an

area like VST that is remote from Downtown Merced would not be feasible. Such uses would require unsubsidized structure parking, and were therefor considered to be infeasible at market rents in Merced. Several adjustments were also made to recognize the fact that the commercial portion of the VST project will now be ½ mile from the existing center of campus, and 1/3 mile from the 2020 UCM expansion. It is also about ¼ mile away from the limits of the UCM described in the most recent UCM LRDP, and there will likely a higher percentage of vehicle trips (although the total number of vehicle trips will be less than half of those originally projected in the 2004 UCP). An alternate alignment has been developed for Campus Parkway that substantially complies with UCM Lake Road separation criteria, recognizes the current termination point at Yosemite Avenue, and provides for a feasible transition from Campus Parkway at Yosemite Avenue to the Lake/Bellevue intersection. Finally, the land uses have been modified to most closely address and serve the UCM staff population.

The revised land plan and development profile, illustrated on Figure 1 and Table 1, respectively, substantially complies with UCP policies. The modifications to the project description include the following:

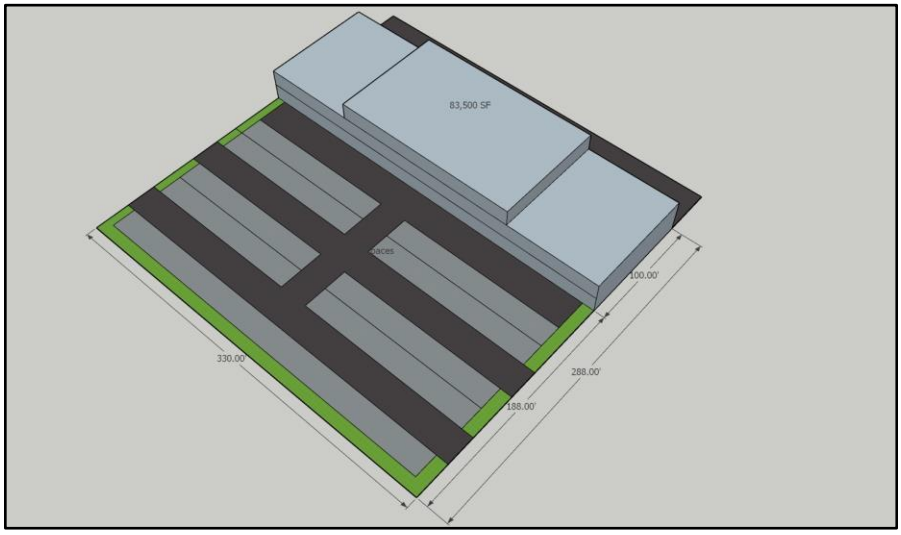
Business Park/Office Uses. The 2004 UCP assumed that the VST property, or the adjacent UC Land Company properties would accommodate up to 1.3 million square feet of office and "re- search and development" space. The growth in office space over the last 15 years has been relatively small, and office occupancies have only now recovered from their pre-Great Recession level of 2.6 million occupied square feet. It is therefore unrealistic to assume that large-scale office parks or a substantial amount of office space will be needed. A review of office space adjacent to UC San Diego, UC Berkeley, Stanford, UC Davis, UCLA and several other universities in California confirm that large scale office developments do not occur around universities. The LRDP and preliminary development plan projected over 1 million square feet for office uses. There does not appear to be any statistical backup for the LRDP projections, or for more hotels. The revised project description reserves an adequate amount of land adjacent to the Town Center to accommodate 275,000 square feet of office and/or hotel uses. Since a 95-room major brand hotel will need 40,000 to 50,000 square feet of building area, this amount of office space adequate for projected office demand and two branded hotels. To allow for future, unanticipated growth in this land use category, the adjacent multifamily properties will be allowed to "flex" to office uses.

Retail/Mixed Use. It is unlikely (and probably undesirable) that the VST property would serve any more than the retail needs of the residences of the VST property, the existing and future staff and students at UCM, and the northern half (3,550 dwelling units) of the Hunt/UCP South property. In the short term, it is not considered prudent to assume a significant amount of demand from future UCM uses or the UCP South property. Based on federal consumer expenditure data, sales productivity data from the International Council of Shopping Centers, and on the proposed land plan, there will be a need for up to 279,500 square feet of shopping center retail uses, and up to 300,000 square feet of "Town Center" mixed commercial uses. In the near term (Phase 1) the total amount needed is 125,500 square feet. This is equivalent to an 8-10 acre of shopping center. The proposed land plan includes 862,500 square feet for general retail, mixed use, and a community commercial site to serve the VST residences, existing and future UCM onsite students and staff, and north half of Hunt/UCP North; the market demand derived from the UCP North and UC uses is estimated to be 922,000 square feet. This indicates an approximate equilibrium of "onsite" supply and demand.

In order to provide commercial goods and services within a distance considered to be "walk-able" and "bikeable" (according to the National Association of City Transportation Officials (NACTO), and LEED's Neighborhood Development Guidelines), there are two smaller (50,000 square feet) shopping centers shown on each end of the development. The neighborhood center in Phase 1 is located at Virginia Smith Parkway and Campus Parkway and is intended to attract a small grocery, convenience shopping needs and a gas station, and would serve the commuting students and staff at UCM, as well as the sur- rounding neighborhood. The neighborhood center on the eastern end of the project would be more convenience and neighborhood oriented. The "Town Center/Main Street" area in Phase 1C is centered in the development and along the approximate mid-point of the entire UCP Community area. It is unlikely that this area will develop at once. It is also questionable whether the 108 second-story residential units assumed to be in the Town Center are feasible, as this format for residential uses is not proven for Central Valley communities, unless they are heavily subsidized and/or dedicated to a niche housing type. Finally, there is a Community Commercial shopping center along Cardella adjacent to UCP South that would serve VST and the northern half of UCP South.

Assumed Scale and Massing. The current UCP Policy LU 5.8 specifies a minimum Floor Area Ratio (FAR) of 1.5 in the Town Center. This is considered impractical and unachievable given the reconfiguration and uncoupling of the VST/UCP properties with UCM. This level of development intensity would require structure parking (as it does in Downtown Merced), or a parking ratio that would be inadequate to serve the commercial uses. It is assumed for planning purposes that parking in the Town Center would be provided at a rate of 1 space per 500 square feet in the Town Center, 65% of that specified for shopping centers and more vehicle oriented commercial formats. The maximum development density that could be achieved at a 2 spaces/1,000 SF (1 space per 500 SF) and without structure parking would be an FAR of 0.875 FAR, as shown in the illustration below:

Maximum FAR in Town Center



This kind of retail format has its own challenges with market acceptance and tenant stability. These kinds of projects can be successful when there is an adjacent daytime institutional anchor such as a major health care facility, City Hall, County Building, etc. In this case, the VST Town Center would be a non-anchored retail strip. Commercial rents in Merced also are not high enough to support upper story construction, and as noted earlier, the market for office uses that can logically go on upper floors is weak at this location. The VST Specific Plan entitlements will include a request to change UCP LU 5.8 to have a minimum FAR of 0.75, and will a parking requirement of 1 space per 500 square feet.

Schools/Public Uses. The project site is split by the Weaver and Merced City School districts. According the projections in the table below, Phase 1 residential development will result in the generation of 342 K-6 students and 431 K-8 students. At full buildout, there will be approximately 860 K-6 and 1,100 K-8 students. There is insufficient need for an elementary school in Phase 1, but certainly by Phase 2A or 2B one will be justified, and a 12-15-acre elementary school site is shown in Phase 2B. A 15-acre elementary school is shown in subphase 1E in the Weaver School District portion of the Project.

Park Area. Previous versions of the land plan have assumed that there would be significant open space and parks area on the project site early in the development of the project. Under the revised project description, parks are developed along with neighborhoods and as on-site demand warrants. The UCP park requirement would be met by three principal park types: 1) pocket/neighborhood parks ranging in size from 0.25 acres to 1.25 acres. Such parks would be spaced (when combined with the community parks), so that all residential units are within 450 feet of any park space; 2) three "community" parks ranging in size from 6.0 acres to 6.5 acres each that would provide for organized sports facilities, court games, community gardens, dog parks, etc.; and, 3) an east-west and a north-south linear park system. The east-west linear park system would run along the south side of Virginia Smith Parkway (the midline of the property), and this facility would serve as an organizing element for the community, and would provide drainage area with bioswales. The north-south linear park would run along the latitudinal midline of the property just each of the Fairchild Canal. In addition to providing significant passive open space, these linear parks would include par courses, pocket parks for adjoining developments, bicycle trail head facilities, and other recreational assets. In total, there would be 61.4 acres of recreational parks, equal to 4.98 acres per 1,000 persons using the population factors in Section 17.44.080 of the County Zoning Ordinance. This is at the 5 acres/1,000 standard in UCP Policy LU 9.4.

Residential Mix and Quantity. The market for residencies on the VST property will be most significantly influenced by the UCM employees themselves. The UCP therefore directs that housing in the UCP areas reflect a range of choices appropriate for the socio-economic mix of UCM employees, including an emphasis on houses that address the need for "executive" and "move up" market segments appropriate to UCM

management staff. It is assumed for the purpose of programming the project, that the demand for a custom home on a 1-acre lot will be met by the numerous such developments that already exist in the vicinity of UCM. However, based solely on the regular pay of UCM employees reported for 2018, there is an estimated demand for up to 550 houses on larger lots (15,000-25,000 square foot lots, and 8,000-12,000 square foot lots) to accommodate homes in the $500,000+ price ranges. There are 650 UCM employees that fit into this housing type price range, and there are 534 units planned to serve this need.

There is an obvious demand for off-campus student apartments and family apartments (but it assumed not for offsite student dormitory style housing). Assuming that the VST project could capture 50% of the student housing not provided on campus, there is an immediate need for approximately 500 student apartments in 2018, and growing to 925-950 units by 2030 (that is, assuming 4 student "beds" per 2 bed- room/2 bath, 1,000 square foot apartment). There is a quantitatively equal demand for family apartment rentals.
There is also a demand for some newer "cluster" housing product types. Younger families, Millennials just entering the housing market, and "empty nesters" are eschewing homes with large yards, and are opting for single family detached homes on smaller lots, and for single family attached homes. Three types of single family detached "cluster" housing are included in the VST project: 1) alley-loaded 5,000 SF lots with common drives and yards; 2) a 5,000 square foot lot 4-pack cluster with a common driveway; and, 3) R-2 3,000-3,500 square foot lots in an 8-pack, 6-pack or 4-pack configuration serviced by a common driveway and with shared front yard areas. The latter products are often known as "Bungalow Courts" and/or "Pocket Cottages". The table below shows the planned quantity of each type of unit, and the correlation of those numbers to UCM employees.

Overall, there are 2,559 units proposed for Phase 1 and 1,358 units proposed for Phase 2 for a total of 3,917 units at buildout. With the proposed product mix, average density per gross residential acre is 16.2 units per acres; average multifamily density (R3/R4/Town Center) is 25.5 dwelling units per gross multifamily acre; and, average single family (R-1/R-2) density is 6.1 units per gross acre. These densities meet or exceed the minimum densities in UCP Policy LU 7.11.

Circulation and Transportation

Bikeways. The circulation system proposed for VST makes a significant effort to accommodate bikes. This seems appropriate given the typical mode choice for students and some faculty. The UC is currently served by two Class II lanes on Lake Road, and by a two-way Class I path adjacent to Lake Road, meaning two northbound and southbound bike lanes. Per National Association of City Transportation Officials (NACTO) guidelines, the capacity of a single bike lane is 2,000 to 2,500 bikes/hour, so that these bike facilities on Lake Road have a directional traffic capacity of 4,000 to 5,000 trips per hour northbound and 4,000 trips per hour southbound. Current trips on these facilities are not known, but will be assessed in the Specific Plan. Assuming the long-range buildout of the campus to 15,000 students as stated in the 2020 LRDP there will be 7,500 students living off campus, and an assumed 25% mode choice for bikes (some studies put this fraction as low as 10%), commute trips to the UC from off campus locations would be 2,500 to 3,250 in the PM and AM peak hours. (Previous traffic studies have estimated the vehicle trip generation rate for UCP properties at approximately 75 percent of the ITE standard rate, with the remaining 25 percent of the trips to transit, ped and bikes. Assuming a 25 percent bike mode therefore assumes the highest percentage that is consistent with the trip generation assumptions.) There could likely an equal number of trips throughout the day for on-campus residents who may go to off-campus commercial and service destinations. If 50% of these on-campus residents would bike (because of the proximity of the locations), there would be another 5,000 to 6,250 bike trips that are spread throughout the day. If spread equally over a 12-hour day, this would result in 850 to 1,100 bike trips per hour between the UCP and UCM. Using the NACTO bike lane capacities, there would need to be 2.39 northbound lanes and 2.39 southbound lanes, as shown in the table below.

One significant change is the usage of a Class IV bike lane rather than the Class I bike paths adjacent to Campus Parkway "Class IV" bike lanes are proposed. These are new bike facilities which are essentially a protected on-street bike lane. Avid cyclists and commuting cyclists will choose to ride the road with cars rather than compete with or be delayed by recreational rides on Class I bike paths. Their destinations are like autos and they seek the most direct route to their destinations. All of the current designated roadways include "shoulders" that will be used by such cyclists in- stead of the Class I off-street paths. The current state of the art is to use these shoulders and provide a physical separation or barrier for safety purposes. Some cities have adopted a standard to elevate these bike lanes to sidewalk level and to locate them between the curb and gutter and a 7-foot landscape area. A version of this type of a Class IV bike lane proposed for VST is illustrated below:



Roadways. A number of factors will change the roadways that are needed for full buildout of the VST site and the UCP Community Plan Area in general. First, UCM has scaled back its enrollment projections in the most recent version of its Long-Range Development Plan (LRDP) and it now considers enrollment above the 2030-projected level of 15,000 students to be "speculative" and unlikely. Earlier planning documents and plans have assumed "full buildout" of 25,000 students, which may be achieved in some very long-term horizon, but there is no longer an official estimate. The 2020 LRDP has also dropped references to any offsite land uses. Previous VST land plans have attempted to conform with the projections in the 2009 LRDP and UCP which contained significant (and unrealistic) estimates of the amount of office, retail and "R&D" uses. The UCP assumed some 3.3 million square feet of commercial space on the UCP North/VST property; it is projected that we will only 15 percent of that amount, as shown in the Table above.

The change in land uses will have a significant impact on the need for roadways to support the land uses, and for intersection controls like signals and roundabouts, both onsite and offsite. The UCP EIR projected total trip generation for UCP North at approximately 89,500 ADT, with 25,800 of those trips affecting roadways and intersections outside of the UCP planning area boundary. The projections under the revised land plan total 42,800 ADT vehicle trips, with 19,300 of those projected to occur outside of the UCP plan area, as shown in the table below. Various VST collector and arterial roadways are projected to have traffic levels between 2,500 ADT and 8,500 ADT, levels that can easily be served by roadways with two through traffic lanes. UCM has also projected that its impact on Campus Parkway will in the range of 500 ADT (using the 50 peak hour trip quoted in the 2020 LRDP traffic study). Since the fundamental purpose of Campus Parkway is to funnel UCM and UCP traffic to Highway 99, and the VST project site is at the end of the line, it is possible that a four-lane facility is not necessary, especially with the 90 percent reduction in the amount of commercial space assumed in the UCP. This will be evaluated in the Project.

Campus Parkway Alignment; Lake Road/UCM Interface. Considerable effort has gone into designing the continuation of Campus Parkway north of Yosemite to Bellevue Road. The alignment in the land plan meets UCM's separation criteria from Lake Road, and provides for the eventual termination of Lake Road into Campus Parkway in a safe and efficient way. It also provides for the connection of Campus Parkway to the 4-lane Lake Road segment south of Bellevue that is required according to the 2020 LRDP EIR. This alignment recognizes that it is unrealistic to expect that a roundabout would be developed at Lake/Bellevue (as shown on some previous plans), given the entry improvements that have been made by UCM, and topographical restrictions.

Community Benefits Proposal

Development of the Project has long been recognized as community benefit in itself. As envisioned when the State committed to place the University in Merced, development of the VST property will provide a robust and vibrant mixed-use community with bike trails that are integrated with UC's, a mix of commercial uses to serve the residents and UC staff's daily shopping needs, a mixed use Town Center similar to UCLA's Westwood Village, a range of housing types from estate lots to smaller lot single family detached "cluster" units, townhomes, and apartments for families and students. The project will include park and recreation space that are integrated into each neighborhood, sports facilities, a public elementary school and a charter "university" school. The VST project would also include financial mechanisms to ensure that needed infrastructure and services are provided and maintained. The features planned for the VST project site meet and exceed the requirements of the University Community Plan adopted in 2004.

There are also physical and environment benefits of the project. Developing the UCP properties as planned will reduce vehicle miles travelled (VMT) in a community, which is recognized by the local air district and State as the single most impactful strategy to reduce greenhouse gas emissions. Locating UC staff and students closer to the UC will improve air quality and reduce impacts on the city and county streets and intersections. It will also result in a mode shift to more active forms of transportation from private passenger vehicles. At present enrollment and onsite employment levels, development of VST will reduce existing VMT by 8.9 million miles per year at the buildout of Phase 1.

The development of the VST property will result in a 30-fold increase the scholarships available for local youth. All of the net revenue from the development of the project will go into the Smith Trust for scholarship. By current estimates, development of the VST property will create a permanent educational endowment of $80-$100 million, enabling VST to increase its annual scholarship allocations from $150,000 per year to $5,000,000 per year. At this increased level, the Smith Trust could provide scholarships to students throughout the county, rather than limiting them to graduates of Merced High Schools. As described below, the project will also include the establishment of a Community Educational Enhancement Fund to fund scholarships countywide which are not now eligible under the Smith Trust, and to provide funding for MCOE's countywide Foundation programs. These programs include the Science, Technology, Engineering and Mathematics (STEM) program, the Camp Green Meadows program, performing arts program, and funding for MCOE's "University" charter schools.

The development of the Virginia Smith Trust property will obviously result in significant community benefits in the form of a significant increase in the Smith Trust Scholarship fund(s), support for the University and significant environmental benefits. Those benefits are certainly enough to capture the imagination and support of the public and regulators. However, there are additional layers of community benefits that are included in the project. These relate to affordable housing, providing incentives to workers on the UC Campus to cement the economic relationship between the VST and UC properties, providing features that reduce environmental impacts, and providing ongoing funding for services and programs that further MCOE's mission.

Affordable Housing/UC Incentives

In the larger scheme, the housing stock in Merced is adequate and affordable. Prices are still somewhat depressed from over-supply and the effects to the Great Recession. Apartments provide an affordable alternative to home ownership. However, it is still believed that programs should be provided to create workforce housing, increase the supply of housing available to UC employees and students, and provide preferences and incentives for individuals who work on campus at UC Merced. There should also be owner-occupancy restrictions in the single-family detached units to eliminate or substantially reduce the potential for converting single family neighborhoods to tracts of investor-owned rental for students (Isla Vista), and a special Workforce Housing Incentive Program should be established (basically a first time homebuyers program) which will provide deed-restricted units for workforce housing eligible households (households earning 121-160% of the Area Median income). This workforce housing program seeks to target the Project to all UC employees, reduce the influence of investors in the limitation of housing choice and availability, provide a down payment assistance program for Workforce Income families, and provide a certain number of units that will be deed-restricted. Finally, VST and its builders will team up with affordable housing providers to provide lots for "sweat equity" self-help housing. The elements of the program are as follows:

1. Local Preference ("UC Workers First"). The UC and University Community Plan areas have been planned as an integrated unit for the last 25 years. The hope has always been that the UCP properties, including VST, would provide the residential and commercial support for UC's students and staff. It is known that many of the UC's staff live outside of the community and students are being accommodated inside the City at other locations. These commute trips result in an estimated 17.7 million vehicle miles (VMT) traveled each year by students and staff using passenger cars to and from the university. If VST can capture 35 percent of the current students, and 50% of the current staff, all vehicle trips will be shortened, and there will be a significant shift to non-vehicle modes of transportation resulting in a VMT reduction of approximately 9 million miles per year.

There are obvious benefits to in making sure that UC students and staff are significant elements of the VST project. Realizing the VMT reduction benefits will require incentives to lure existing staff and students to the site. Incentives will be established to provide priority for existing UC staff and students as follows:

a. Each development phase of VST is to maintain the interest list and shall separate and prioritize names of local employees based on interest in product type.

b. When product becomes available, usually 270-360 days prior to certificate of occupancy (assuming a 180-day construction period), the builder shall notify those UC staff of the opportunity to purchase a residence starting with the "top of the list." Those individuals shall have approximately 60 days to get pre-qualified to purchase the residence and to provide the builder with proof that the individual is a UC employee (i.e. paycheck or bonafide offer of employment from a local employer.)

c. If an individual fails to get pre-qualified or fails to provide the builder with proof of UC employment within the time periods above, then the builder may remove or put that name at the end of the interest list.

d. UC staff and employees shall be provided with an incentive package worth $5,000, including reductions off base price, option allowances, free bikes for transportation, allowance for closing costs, allowance for upgrades, or similar incentives at the discretion of the builder. This incentive would apply to all UC staff regardless of income.

2. **Owner-Occupancy Restrictions**. Establishing a stable and desirable neighborhood for UC staff will require some segmentation and separation of the student rentals and the ownership units. Builders will agree, with exceptions that are stipulated in the Development Agreement, to include restrictions in the purchase agreement and Covenants Conditions and Restrictions (CC&Rs) for the single family detached units (R-1 and R-2) to restrict these units for owner-occupancy only for the first five years after sale. In the case of units with Accessory Dwelling Units (ADUs), the Principal Dwelling or the ADU will need to be occupied by the property owner. The final form of these agreements will be determined at the time of development of the first final map, and will provide for appropriate monitoring and enforcement.

3. **Workforce Housing Incentive Program (WHIP).** The project will provide deed restricted units, to families in the Workforce Housing category, defined as household incomes of 121% to 160% of Area Median Income (AMI). This program would require that eligible households have incomes no greater than 160% of the then-current Area Median Income (AMI) and are income-certified by the local Housing Authority. Prices would be limited to no more than that required to achieve an Index of Affordability ("Index") of 31 percent (cost of housing including mortgage principal, mortgage interest, taxes and insurance divided by 140% of AMI). The maximum purchase price would be equal to 5.65 times (140% of 4.05 multiplier) the median income for each household size. These units would have to be occupied by an income qualifying Workforce Housing household for a minimum of ten (10) years, with preference to UC staff if legally permitted.

4. **Down Payment Assistance Program**. The project would provide a matching down payment assistance (DPA) of five percent of the purchase price up to $5,000 as a "silent second" on the initial sale of the five percent of the R-1 and R-2 homes. These units would have to be occupied by a UC staff earning less than Countywide "Moderate Income Limit" for Merced County (currently at $77,750 or less per year per family), as determined by State HCD. These units would be occupied by a household for a minimum of ten (10) years; if resold within this ten-year period, the units would need to be sold to another income qualifying Workforce Housing buyer and the 10-year deed restriction would reset to 10 more years with the new buyer of the home. The DPA loan would be repaid upon sale of the unit or refinancing, and the proceeds would be placed in a revolving loan fund to assist future workforce, moderate, or lower income home buyers in the VST project. Unlike a reduction in price that would be captured by a future seller at the end of the affordability term, this assistance would continue throughout the life of the funds to assist buyers in the development.

5. **Self Help Housing**. Self-help housing projects are very common in the Central Valley. In contrast to other affordable housing programs, the homes are built under the mutual self-help method of construction where each family is required to contribute a minimum of 40 hours a week working on all the homes for a period of 9 to 12 months. Family hours can be provided by the owners-to-be, any household member 16 years of age or older and approved helpers. Together, families pour foundations, frame homes, install electrical wiring, hang doors and windows and even lay tile and paint. These labor hours,

or “sweat equity”, are used as the down payment on their new home, reducing costs for a new home they could otherwise not afford. The project sponsor assists each applicant/builder with securing the loans needed to build their home. Special financing from the U.S. Department of Agriculture and the State of California makes these homes affordable.

Participants choose from standard floor plans. As it could be applied to the VST project, these floor plans would be established by a master builder with the same basic specifications and finish qualities of market rate homes that are constructed by a builder for the balance of the development. The participating families not only work on their own home, but everyone works on every house in the building group and no one moves in until all houses are completed, creating a community bond. Self Help Enterprises, a local non-profit housing provider is currently developing a self-help project in Planada.

There are two product types that would adapt well to this model: the R-2 cluster and the R-1-5 cluster units. Both have “shared” front yards and share driveways that would be compatible with the way the self help housing in constructed. It is possible that a project could focus on and give priority to staff at UC. Qualifying families and participants must have good credit status, stable income from employment and other sources of income, income that does not exceed eligibility guidelines, ability and willingness to meet the labor requirement, and be a permanent resident and a U.S. citizen. These programs are normally focused on the “Lower Income” category, meaning they would focus on families with incomes between $32,500 and $42,500 per year.

Community Foundation Contribution

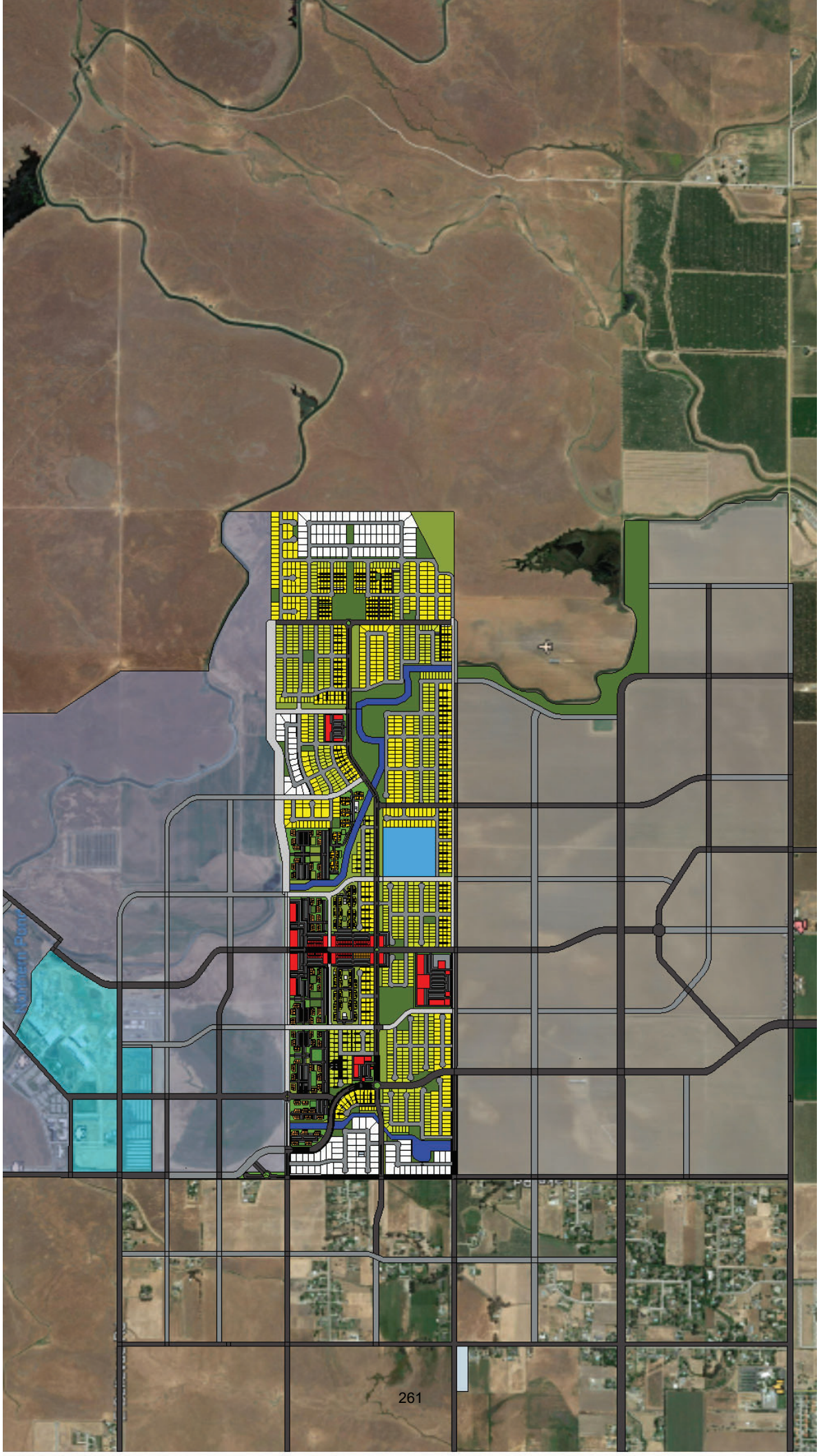
The proceeds from the sale of the property will establish a significant financial scholarship fund to assist college students from Merced. Professional educators know that success in high school, and subsequently in college, is determined by many factors that occur well before a child enters high school, including the availability of cultural enrichment programs, offerings for science, technology, engineering and math, exposure to the “outside world”, field trips to broaden students experience and expectations, and other factors. These activities, however, do not qualify for funding under the provisions of the Smith Trust. However, ongoing funding for improvements, services and programs that address this can be funded from a “Community Foundation” that has funding from a contribution from the sale and re-sale of properties in the project.

One example of this approach is the Clovis Community Foundation that was established by Wathen Castanos Homes. Wathen Castanos established a “Community Benefit Fee” in each of its subdivisions equal to 1/10th of 1% of the sales prices of every home sold or resold. The funds generated by the Community Benefit Fee are intended to create a perpetual source of income to benefit the community. The proceeds are distributed by the Foundation’s Board of Directors to the most deserving quality of life projects to enhance recreation, arts, and culture in the community. In almost every instance the money provided by the Foundation must be matched by the grantee. This ensures that the impact of the Community Benefit Fee is twice as impactful. In short, this program is a way for the builders and subsequent home buyers to reinvest in Clovis by "giving something back by paying it forward.” It has created a program that “keeps on giving” well after the completion of the project.

In the spirit of the original intent of the trust to support educational success, VST could set up a Community Educational Enhancement Fee that would levy a percentage or fixed fee on property sales and resales (including residential and commercial property) equal to 0.25% of the sales price, or a fixed fee per unit (say $750 for each residential unit or $1,000 an acre for commercial property). This fee could fund scholarships which are not now eligible under the Smith Trust, provide funding for MCE Foundation's STEM program, MCE Foundation's Camp Green Meadows program, performing arts program, or even some portion of the funding for the MCOE "University" charter schools that are planned for the VST site. A community foundation could be set up exclusively for this purpose or an existing one, like the Merced County Education Foundation, could be used. If an existing foundation is used, there would be a sub-account setup to receive and expend the funds in a manner consistent with the intent of the program. A projected cash flow for a program with a 0.25% contribution rate is shown below. As is shown, the program could generate $150,000-$300,000 in the initial years, and increasing to $500,000 to $600,000 per year in the final years of the project's buildout. Representatives from Wathen Castanos and the Clovis Community Foundation are available to inform VST about organizational, legal and administrative features to set up the Community Benefit Fee.

Figure 1

VST Land Plan


Northern Pond

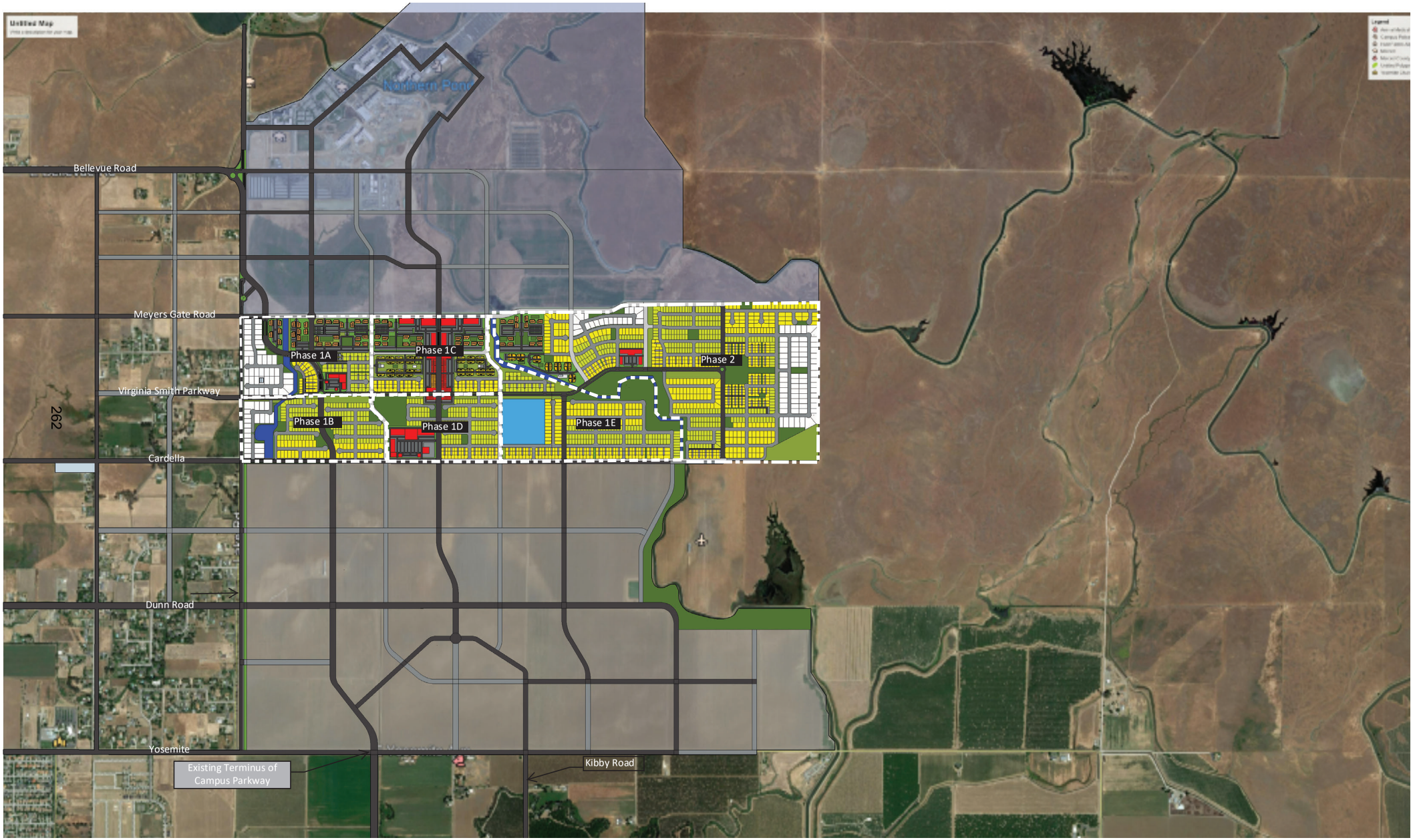

Northern Pond
Bellevue Road
Meyers Gate Road
Phase 1A
Phase 1C
Phase 2
Virginia Smith Parkway
262
Phase 1B
Phase 1D
Phase 1E
Cardella
Dunn Road
Yosemite
Existing Terminus of Campus Parkway
Kibby Road

Table 1

VST Land Plan Data

					Phase 1							
Residential (Units)	**Unit Size**	**Density/Gross Acre**	**Density/Net Acre**	**PPH (Per 17.44.080)**	**1A**	**1B**	**1C**	**1D**	**1E**	**Total**	**Arres**	**Share of Housing**
R-1 Low (12,500)	3,250	2.50	3.48	3.20	44	21				**65**	**26.00**	**2.5%**
R-1 Low-Medium (7000)	2,750	4.25	6.22	3.20		49			85	**134**	**31.53**	**5.2%**
R-1 Medium (5000)	2,000	6.00	8.71	3.20		161		145	101	**407**	**67.83**	**15.9%**
R-1 Medium (5000, Cluster/Alley)	1,900	6.25	8.71	3.20	68					**68**	**10.88**	**2.7%**
R-2 (Cluster)	1,600	8.75	9.17	3.20	36		66	24	135	**261**	**29.83**	**10.2%**
R-3 For Sale	1,400	16.50	18.00	2.00			160			**160**	**9.70**	**6.3%**
R-3 For Rent	1,050	16.50	18.00	2.00			204			**204**		**8.0%**
R-4 Student (60%)	850	28.00	30.00	4.00	418		274			**692**	**24.71**	**27.0%**
R-4 Market (40%)	975	28.00	30.00	2.00	278		182			**460**	**16.43**	**18.0%**
Town Center Mixed Use	775	35.00	35.00	2.00			108			**108**	-	**4.2%**
Subtotal-Residential Units					**844**	**231**	**994**	**169**	**321**	**2,559**	**216.91**	**100.0%**
Market Rate SF					**956,150**	**525,000**	**1,037,850**	**328,400**	**651,750**	**3,499,150**		
Population					**2,702**	**739**	**2,615**	**541**	**1,027**	**6,597**		
Average Net Density					**26.01**	**7.71**	**24.77**	**8.78**	**8.25**	**20.51**		
Aveage Gross Density					**24.10**	**5.31**	**23.27**	**6.39**	**6.69**	**18.73**		
Average SF Density (R1/R2)					**5.74**	**5.31**	**8.75**	**6.39**	**6.69**	**6.29**		
Average MF Density (R3, R4, TC)					**28.00**		**24.30**			**25.89**		
Commercial (Bldg SF)												**FAR**
Retail/Mixed (Main Street/Town Center)							275,000	32,500		**307,500**	**12.28**	**0.57**
Hotel/Office							275,000			**275,000**	**7.62**	**0.83**
NC/Retail					50,000					**50,000**	**3.63**	**0.32**
Community Commercial								175,000		**175,000**	**11.90**	**0.34**
Subtotal-Commercial					**50,000**	-	**550,000**	**207,500**	-	**807,500**	**35.43**	**0.52**
Public and Institutional (Acres)												
Parks										-		
Linear Park					0.88	3.66		1.25	5.25	11.04	**5.79**	
Private Park					1.60		1.90			3.50	**3.50**	
Public Park					1.75	3.87		7.55	8.15	21.32	**21.32**	
Subtotal-Parks					**4.23**	**7.53**	**1.90**	**8.80**	**13.40**	**35.86**	**30.61**	
LP Area for Drainage/LID @			**25.0%**		**0.22**	**0.92**	-	**0.31**	**1.31**	**2.76**		
Recreation Area for School @			**15.0%**		-	-	-	-	**2.23**	**2.23**		
Area for Recreation					**4.01**	**6.62**	**1.90**	**8.49**	**14.32**	**35.33**		
Park Area/1,000					**1.48**	**8.95**	**0.73**	**15.69**	**13.94**	**5.36**		
Backbone Roads					10.58	6.52	12.92	6.17	6.17	42.36	**42.36**	
Water					1.50	4.20				5.70	**5.70**	
Ponding Basin										-	-	
WWTP										-	-	
Other/Misc										-	-	
Schools									14.89	**14.89**	**14.89**	
Subtotal-Other					**12.08**	**10.72**	**12.92**	**6.17**	**21.06**		**62.95**	
Total											**345.90**	
Estimated Value												

					Phase 2						
Residential (Units)	**Unit Size**	**Density/Gross Acre**	**Density/Net Acre**	**PPH (Per 17.44.080)**	**2A**	**2B**	**2C**	**2D**	**Total Units**	**Acres**	**Share of Housing**
R-1 Low (12,500)	3,250	2.50	3.48	3.20	**21**		**70**		**91**	**36.40**	**6.7%**
R-1 Low-Medium (7000)	2,750	4.25	6.22	3.20	**54**	**56**	**114**		**224**	**52.71**	**16.5%**
R-1 Medium (5000)	2,000	6.00	8.71	3.20	**58**	**174**	**64**		**296**	**49.33**	**21.8%**
R-1 Medium (5000, Cluster/Alley)	1,900	6.25	8.71	3.20			**13**		**13**	**2.08**	**1.0%**
R-2 (Cluster)	1,600	8.75	9.17	3.20	**30**	**97**	**103**		**230**	**26.29**	**16.9%**
R-3 For Sale	1,400	16.50	18.00	2.00	**84**				**84**	**5.09**	**6.2%**
R-3 For Rent	1,050	16.50	18.00	2.00	**84**				**84**		**6.2%**
R-4 Student (60%)	850	28.00	30.00	4.00				**202**	**202**	**7.21**	**14.9%**
R-4 Market (40%)	975	28.00	30.00	2.00				**134**	**134**	**4.79**	**9.9%**
Town Center Mixed Use	775	35.00	35.00	2.00					-	-	**0.0%**
Subtotal-Residential Units					**331**	**327**	**364**	**336**	**1,358**	**183.90**	**100.0%**
Market Rate SF					**586,550**	**657,200**	**858,500**	**302,350**	**2,404,600**		
Population					**858**	**1,046**	**1,165**	**1,076**	**4,145**		
Average Net Density					**12.73**	**8.42**	**7.06**	**30.00**	**14.44**		
Aveage Gross Density					**11.07**	**6.52**	**5.57**	**28.00**	**12.69**		
Average SF Density (R1/R2)					**3.61**	**6.52**	**5.57**		**5.91**		
Average MF Density (R3, R4, TC)								**28.00**	**24.17**		
Commercial (Bldg SF)											**FAR**
Retail/Mixed (Main Street/Town Center)									-		
Hotel/Office									-		
NC/Retail					**54,500**				**54,500**	**3.62**	**0.35**
Community Commercial									-		
Subtotal-Commercial					**54,500**	-	-	-	**54,500**	**3.62**	**0.35**
Public and Institutional (Acres)											
Parks											
Linear Park					**2.21**	**5.25**			**7.46**	**7.46**	
Private Park					**0.50**			**1.56**	**2.06**	**2.06**	
Public Park					**7.17**	**4.68**	**10.51**		**22.36**	**22.36**	
Subtotal-Parks					**9.88**	**9.93**	**10.51**	**1.56**	**31.88**	**31.88**	
LP Area for Drainage/LID @			**25.0%**		**0.55**	**1.31**	-	-	**1.87**		
Recreation Area for School @			**15.0%**		-	-	-	-	-		
Area for Recreation					**9.32**	**8.62**	**10.51**	**1.56**	**30.01**		
Park Area/1,000					**10.87**	**8.24**	**9.02**	**1.45**	**7.24**		
Backbone Roads					**15.60**	**11.86**				**27.46**	
Water					**5.28**	**4.56**				**9.84**	
Ponding Basin										-	
WWTP										-	
Other/Misc										**7.50**	
Schools										-	
Subtotal-Other					**20.88**	**16.42**	-	-		**44.80**	
Total										**264.19**	
Estimated Value											

					Total		
Residential (Units)	**Unit Size**	**Density/Gross Acre**	**Density/Net Acre**	**PPH (Per 17.44.080)**	**Total**	**Acres**	**Share**
R-1 Low (12,500)	3,250	2.50	3.48	3.20	**156**	**62.40**	**4.0%**
R-1 Low-Medium (7000)	2,750	4.25	6.22	3.20	**358**	**84.24**	**9.1%**
R-1 Medium (5000)	2,000	6.00	8.71	3.20	**703**	**117.17**	**17.9%**
R-1 Medium (5000, Cluster/Alley)	1,900	6.25	8.71	3.20	**81**	**12.96**	**2.1%**
R-2 (Cluster)	1,600	8.75	9.17	3.20	**491**	**56.11**	**12.5%**
R-3 For Sale	1,400	16.50	18.00	2.00	**244**	**14.79**	**6.2%**
R-3 For Rent	1,050	16.50	18.00	2.00	**288**		
R-4 Student (60%)	850	28.00	30.00	4.00	**894**	**31.93**	**22.8%**
R-4 Market (40%)	975	28.00	30.00	2.00	**594**	**21.21**	**15.2%**
Town Center Mixed Use	775	35.00	35.00	2.00	**108**	-	**2.8%**
Subtotal-Residential Units					**3,917**	**400.81**	**100.0%**
Market Rate SF					**5,903,750**		
Population					**10,742**		
		Average Net Density			**18.41**		
		Aveage Gross Density			**16.63**		
		Average SF Density (R1/R2)			**6.11**		
		Average MF Density (R3, R4, TC)			**25.48**		
Commercial (Bldg SF)							**FAR**
Retail/Mixed (Main Street/Town Center)					**307,500**	**12.28**	**0.57**
Hotel/Office					**275,000**	**7.62**	**0.83**
NC/Retail					**104,500**	**7.25**	**0.33**
Community Commercial					**175,000**	**11.90**	**0.34**
Subtotal-Commercial					**862,000**	**39.05**	**0.51**
Public and Institutional (Acres)							
Parks							
Linear Park						**13.25**	
Private Park						**5.56**	
Public Park						**43.68**	
Subtotal-Parks					**67.74**	**62.49**	
	LP Area for Drainage/LID @		**25.0%**		**4.63**		
	Recreation Area for School @		**15.0%**		**2.23**		
	Area for Recreation				**65.34**		
	Park Area/1,000				**6.08**		
Backbone Roads						**69.82**	
Water						**15.54**	
Ponding Basin						-	
WWTP						-	
Other/Misc						**7.50**	
Schools						**14.89**	
Subtotal-Other						**107.75**	
Total						**610.09**	
		Estimated Value				**654.09**	

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT is made and entered into this ___ day of _____, 2020, by and between the City of Merced, a California Charter Municipal Corporation ("City") and the Board of Education of the County of Merced, acting as Trustee of the Testamentary Trust established by the Last Will and Testament of Virginia Smith, deceased, a California charitable trust , whose address of record is 623 13th Street, Merced, CA 93401 ("Virginia Smith Trust", "VST" or "Developer"), and collectively, "Parties".

WHEREAS, Developer desires to develop a Specific Plan for the development of the approximately 656 acres generally located east of Lake Road between Myers Gate Road and Cardella Road, also known as "Adjusted Parcel 2" by Certificate of Compliance No. 16009 for Property Line Adjustment No. 16014 recorded October 19, 2016 as Series No. 2016035817 of Official Records, Merced County, and as Assessor's Parcel Nos.: 060-010-004-000 and 060-020-048-000. Said Specific Plan is to implement the University Community Plan, ("Project" or "Project Site"), as illustrated on Exhibit A attached.

WHEREAS, the Project Site is located in the County of Merced. The City, County of Merced ("County"), and Developer have agreed that the County shall be the lead agency for the Project's entitlements and environmental review. The City will participate in the entitlement and environmental review process to facilitate development of a Project that meets the City's development policies and regulations, and in anticipation of eventual annexation of the Project Site into the City, in conformance with Policy 1.4 of the General Plans Urban Expansion policies.

WHEREAS, the City will incur certain fees, cost, including wages, and expenses, (collectively referred to as "Costs") for certain services including, but not limited to, project management, planning, engineer and other services to process the Project's entitlements and environmental review ("Project Related Services"). Project Related Services may be performed by a City employee, Contractor, or Consultant ("Service Provider"). Developer desires to reimburse City for all of the Costs provided by the Service Provider related to the Project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. REIMBURSEMENT. Without regard to the outcome or adequacy thereof, and without offset for any reason, Developer agrees to reimburse City for all Costs for any Project Related Services provided by the Service Provider including, but not limited to, the Project Related Services identified in Exhibit B attached. City and Developer shall select the Service Provider by mutual agreement for the necessary Project Related Services described in Exhibit B. It is understood that City would not have engaged the Service Provider had Developer not made an express promise and guarantee to pay all for Project Related Services and Costs performed by the Service Provider. The estimated cost of the Project Related Services shall not exceed One Hundred Thousand Dollars ($100,000). Concurrent with the City employing or contracting with the Service Provider, Developer shall deposit with the City an amount equal to 50 percent of the total estimated Costs, and within 365 days of employing or contracting with the Service Provider, shall deposit the remainder of the estimated total Costs. In the event the aforementioned Service Provider services are amended, Developer and City agree to similarly amend Developer's reimbursement obligation hereunder with the intent that the City will at all times be reimbursed for any and all Costs for Project Related Services to be performed by the Service Provider. In the event the Service Provider is terminated, the Developer will only be responsible for its pro-rata share of the Service Providers Costs up to and including the date of termination.

2. In addition to the Project Related Services to be performed by the Service Provider, City staff will spend considerable time administering and/or overseeing the Project Related Services being performed by the Service Provider. As required by City Council Resolutions #98-31 and #09-74 and the most current version of the "Planning and Development Fee Schedule," ("Schedule") the City's management fee is estimated to be ten percent (10%) of the Service Provider's Costs. Pursuant to the Schedule, the Developer hereby agrees to deposit, upon the execution of this Agreement, the additional sum of Ten Thousand Dollars ($10,000) for the management of the Service Provider by City. The Developer may request periodic statements from the City's Finance Department itemizing any and all charges applied against the deposit. All costs over and above the initial deposit are due and payable prior completion of the Project Related Services or prior to final Planning Commission/City Council action on the Project, if applicable, as determined in the City's sole and unfettered discretion.

3. The Developer acknowledges and agrees that nothing contained herein guarantees any particular result or outcome. The Developer further acknowledges and agrees that it shall have no control over the work product of the Service Provider and that its payment of the Costs and City's Management fee is not dependent thereon. The Developer also acknowledges and agrees that failure of the Developer to make payments when due shall be grounds for City to suspend work and/or terminate the work being performed by the Service Provider.

4. The Developer reserves the right to provide a performance bond on behalf of the Service Provider, subject to Service Provider's consent, and at the Developer's sole expense.

5. The Developer shall have the right to utilize the reports and work product of the Service Provider in connection with the proposed Project.

6. No application for any project from the Developer shall be considered for approval until the Project Related Services are completed by the Service Provider, as determined by the City. Nothing herein is intended to suggest any particular result related to any application related to the Project. The City retains its authority to grant, deny, or condition any and all projects and applications.

7. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Merced.

8. In the event that either City or Developer shall, at any time or times, waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

9. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

11. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

12. This Agreement constitutes the complete, entire, exclusive, and final agreement and understanding between the parties as to the subject matter herein, superseding all negotiations, prior discussions, and preliminary agreements or contemporaneous understandings, written or oral.

13. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

14. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal Corporation

BY:_____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: _____ 6-25-2020
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

DEVELOPER
VIRGINIA SMITH TRUST

BY: _____
Steve M. Tietjen, Ed D.
Advisor

Taxpayer I.D. No. _____

ADDRESS: 623 13th Street
Merced, CA 95340

TELEPHONE: (209) 381-6601
FAX: (209) 381-6767
E-MAIL: stiejen@mcoe.org

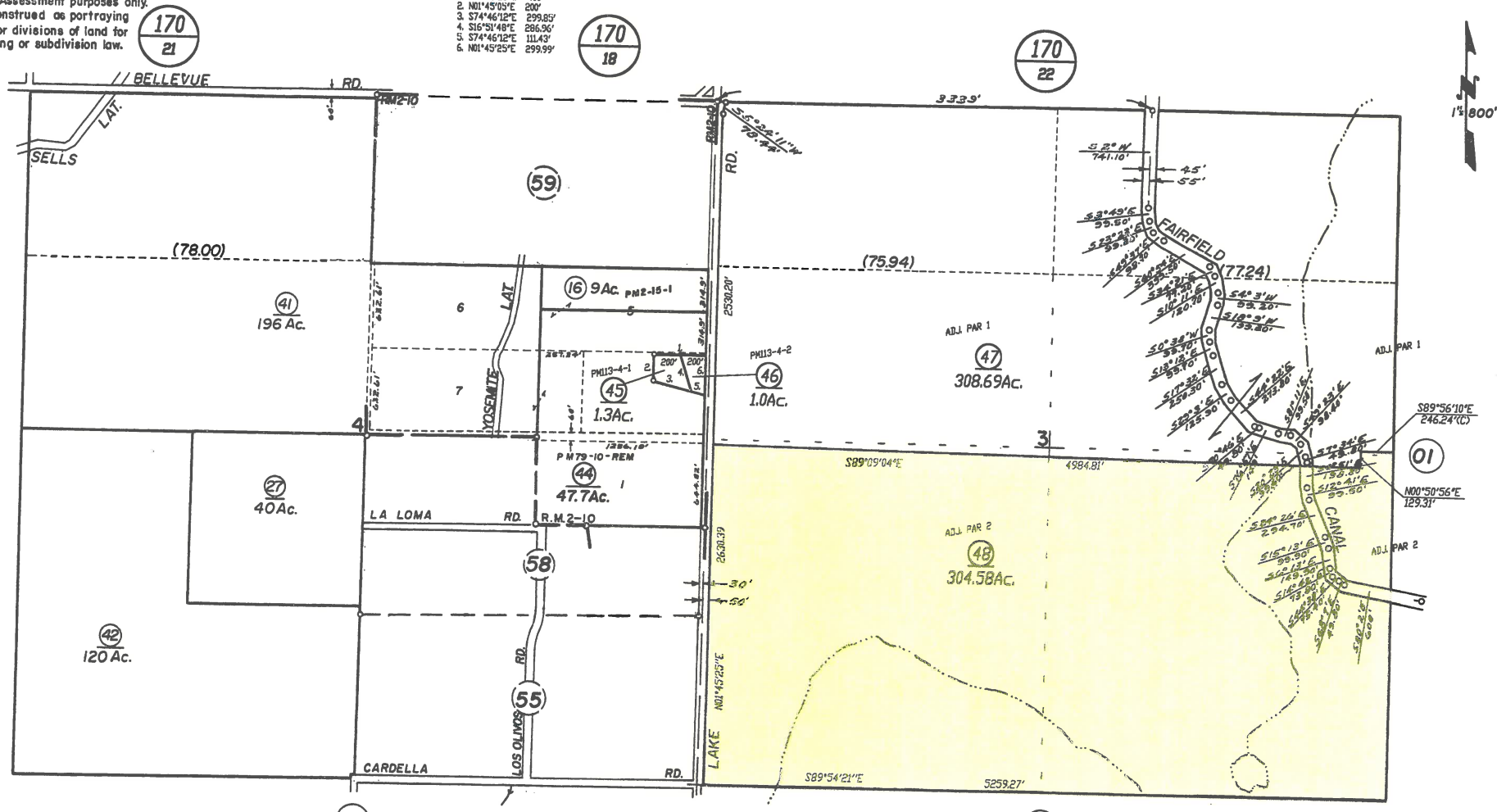
Exhibit A
Project Site

T.7S., R.14E., M.D.B. & M.

Tax Rate Area 83-02
83-28

60-02

-NOTE-
This map is for Assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.



1. N88°50'23"W 400'
2. N01°45'05"E 200'
3. S74°46'12"E 299.85'
4. S16°51'48"E 286.96'
5. S74°46'12"E 111.43'
6. N01°45'25"E 299.99'

Addition to Yosemite Colony R.M. Bk.2, Pg.10 .

Assessor's Map Bk. 60-Pg.02
County of Merced, Calif.
1959

NOTE—Assessor's Block Numbers shown in Ellipses
Assessor's Parcel Numbers shown in Circles

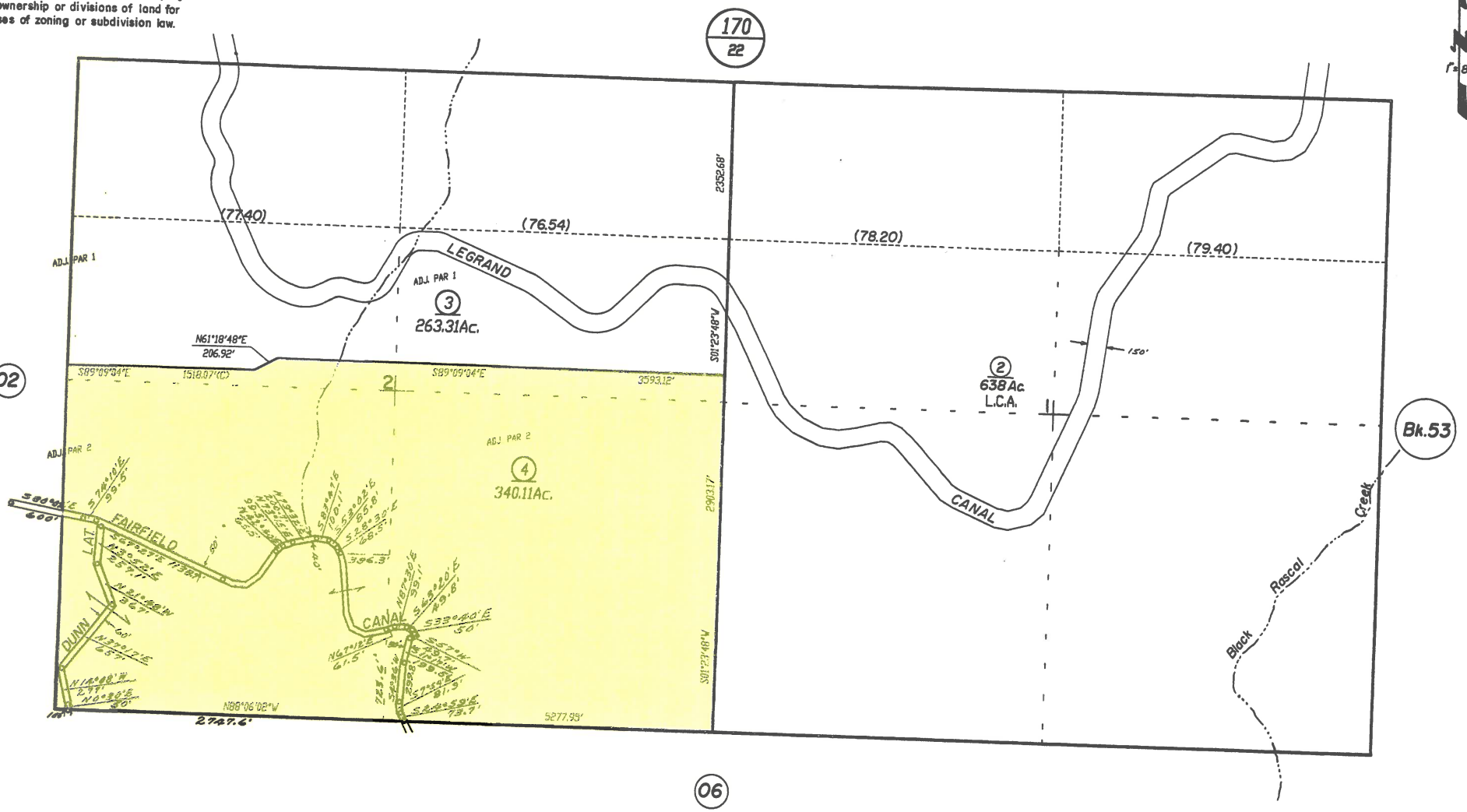
REVISED 5-65
8-67
12-68
7/73
1/74
8/81
10-18-13
12-31-16

273

T. 7S., R.14E., M.D.B. & M.

Tax Rate Area 110-06 **60-01**

-NOTE-
This map is for Assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.



274

REVISED 8-67
12-30-01
12-30-16

NOTE—Assessor's Block Numbers shown in Ellipses
Assessor's Parcel Numbers shown in Circles

Assessor's Map Bk.60-Pg.01
County of Merced, Calif.
1959

Exhibit B
Project Related Service- Scope of Work

Task 1

BACKGROUND RESEARCH

Service Provider shall review all appropriate background materials and proposals for the University North Development including, but not limited to, the Merced City General Plan, University Community Plan, North Merced Annexation Feasibility Study, and other Technical Studies. Service Provider shall identify any necessary technical studies to complete the entitlements.

Task 2

PROJECT KICK-OFF

Service Provider shall attend the Project kick-off meeting with the Applicant and City Staff to refine the details of the scope of work and establish a definitive understanding of product delivery dates, including entitlement applications and exhibits, including but not limited to, the General and Community Plan Amendments, University North Specific Plan, Pre-zoning, Vesting Tentative Maps and Development Agreement (or Pre-Annexation Development Agreement or Out of Boundary Service Agreement). In addition, Service Provider will review the Specific Plan as the Project Description for the CEQA compliance including, but not limited to, items necessary for the Specific Plan to comply with City development regulations. Service Provider will attend the Project kick-off meeting with the Project's CEQA consultant and assist City Staff, the chosen CEQA consultant and the Project Proponent. The County of Merced is the Lead Agency for the entitlements, and the City of Merced is a Responsible Agency.

Task 3

APPLICATION ASSESSMENT, ONGOING REVIEW, PROCESSING AND STATUS UPDATES

Service Provider will work with City Departments (Public Works, Engineering, Planning, Merced Fire, Merced Police Services and City Administration) to review the application and submittals, including but not limited to the University North Specific Plan, Proposed General and Community Plan Amendments, Pre-zoning, and Vesting Tentative Subdivision Map. City Staff shall coordinate the review by all other City Departments who will be involved with the entitlements. Service

Provider shall provide the City and the City shall provide the Developer and County, a list of non-contradictory comments on the Project. Service Provider shall schedule and attend meetings with the Applicant, key City Departments, the County, stakeholders, and others as needed to review concerns and priority issues that need to be addressed in the entitlements to be processed by the County.

Task 4

PROJECT REFERRALS

The Service Provider shall prepare all Project Referral documents, including City Internal Department Referrals (Development Review Committee, etc.).

Task 5

CEQA REVIEW

The Developer will process a subsequent EIR through the County of Merced that builds on the certified EIR prepared for the University Community Plan (SCH# 2001021056). The Service Provider will review the subsequent environmental document on behalf of the City and provide comments thereon.

Task 6

STUDY SESSIONS WITH Planning Commission/City Council

Based on discussions with City Staff and the Applicant, the Project will include one (1) joint Planning Commission and City Council Study Sessions prior to formal action on the Project. The Applicant will prepare the necessary PowerPoint Presentation and materials (i.e. Staff Report, Maps, etc.). Service Provider's role will be to attend the meetings to answer questions from the audience and Planning Commission/City Council relating to processing, timing, and planning related matters.

Task 7

PREPARE STAFF REPORTS AND CONDUCT PUBLIC HEARINGS

Service Provider will prepare all Staff Reports, Resolutions, Ordinances and supporting documents to be presented at the Planning Commission and City Council meeting(s) for the City tasks associated with the Project. In addition, Service Provider will prepare the required Public Notices for Planning Commission and City Council and will transmit to Staff in a timely manner to be 1) reviewed by City Staff.

CITY OF MERCED

Merced Civic Center
678 W. 18th Street
Merced, CA 95340

ADMINISTRATIVE REPORT

Agenda Item I.12. Meeting Date: 8/3/2020

Report Prepared by: Michael R. Beltran II, PE, City Engineer

SUBJECT: Rejection of the Bid Protest Submitted by ANV Contractors, Inc. and Approval of Award of Construction Bid and Approval of the General Construction Contract to Daguerre Construction for the Lab Building and Solid Handling Building Restrooms, Project No. 120025, in the Amount of $86,000

REPORT IN BRIEF
Considers awarding a contract in the amount of $86,000 to Daguerre Construction to construct a restroom in the Lab Building and a restroom in the Solid Handling Building.

RECOMMENDATION
City Council - Adopt a motion:

A. Rejecting the Bid Protest Submitted by ANV Contractors, Inc.

B. Awarding the bid for the Lab Building and Solid Handling Building Restrooms, Project No. 120025, to Daguerre Construction, in the amount of $86,000; and,

C. Authorizing the City Manager or the Assistant City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract.

ALTERNATIVES
1. Approve, as recommended by staff; or,
2. Approve, subject to modifications as conditioned by City Council; or,
3. Refer to staff for reconsideration of specific items; or,
4. Deny.

AUTHORITY
Charter of the City of Merced, Section 200, et seq.

Municipal Code Chapter 3.04, Article IV - Public Works Contracts. Every project involving an expenditure of more than seventy thousand, nine hundred and thirty-nine dollars ($70,939) for the construction or improvements of public buildings, works, streets, drains, sewers, utilities, parks, and playgrounds shall be let by contract to the lowest responsive and responsible bidder after notice by publication in the official newspaper by one or more insertions, the first of which shall be at least ten days before the time for opening bids.

CITY COUNCIL PRIORITIES
As provided for in the 2020-21 Adopted Budget.

DISCUSSION
Lab Building and Solid Handling Building Restrooms

The Public Works Department requested that a restroom be constructed in both the Lab Building and the Solid Handling Building at the City Wastewater Treatment Plant as there are no current restrooms in those buildings.

The project was advertised, and the three (3) bids received were opened on May 19, 2020:

Daguerre Construction (Los Banos, CA) -	$ 86,000
Commercial Construction Company (Merced, CA) -	$102,800
ANV Contractors, Inc (Atwater, CA) -	$123,800

The engineer's estimate was $88,600.

The following is the proposed budget for the project:

Construction	$ 86,000
Contingency (10%)	$ 8,600
Engineering, Testing, Inspection (8%)	$ 6,880
Total	$ 101,480

It should be noted that a bid protest was received by ANV Contractors, Inc. The apparent low bidder (Daguerre Construction) had an opportunity to respond, and the protest was rejected because the Instructions to Bidders, Item C, Examination of Plans, Specifications, Contract and Site of Work, on page 7 of the specifications for the project states, "The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be **conclusive evidence** that the bidder has investigated and is satisfied as to the conditions to be encountered as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the proposal, plans, specifications, and the contract."

IMPACT ON CITY RESOURCES
This project was established as a Capital Improvement Project and account 553-1108-637.65-120025 contains sufficient funding to complete the project.

ATTACHMENTS
1. Contract
2. Bid Protest Letter from ANV Contractors, Inc.
3. Response Letter to Bid Protest

GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT made on_____, by and between the CITY OF MERCED, a municipal corporation of the State of California, hereinafter called the Owner, and DAGUERRE CONSTRUCTION, hereinafter called the Contractor:

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. CONTRACT DOCUMENTS. The complete contract consists of the following documents, to wit:
   (1) This General Construction Contract;
   (2) Faithful Performance Bond;
   (3) Laborers and Materialmens Bond;
   (4) Guaranty;
   (5) Special Provisions for PROJECT NUMBER 120025;
   (6) Amendments to the Standard Specifications;
   (7) Project Plans;
   (8) Standard Specifications;
   (9) City Standards;
   (10) Proposal;
   (11) Instructions to Bidders;
   (12) Notice Inviting Bids;
   (13) Bidder's Bond;
   (14) Notice of Determination of Prevailing Wages;
   (15) List of Subcontractors and Material Dealers; and
   (16) Safety Provisions.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents. In case of conflict between any of the documents, the order of documents first listed above shall be the order of precedence's, with the first item listed having the highest precedence.

2. THE WORK. Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with Contract Documents in the manner designated in, and in strict conformity with, the Plans and Specifications for **PROJECT NUMBER 120025**, which said Plans and Specifications are entitled, **"LAB BUILDING AND SOLID HANDLING BUILDING RESTROOMS,"** for construction in Merced County in Merced, and which were included in the award of bid made by the City Council of the City of Merced on_____, 2020.

It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation and material, except materials to be supplied by the City as designated in the Contract Documents, shall be furnished and said work performed and completed as required in said Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner or its representative. The Owner hereby designates the City Engineer as its representative for the purpose of this Contract.

3. CONTRACT PRICE. The Owner agrees to pay, and the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all work contemplated and embraced in this agreement to wit:

		UNIT OF	ESTIMATED	UNIT	ITEM
NO.	ITEM	MEASURE	QUANTITY	PRICE	TOTAL
1	Permits, Bonds & Licenses	LS	1	$ 10,000.00	$ 10,000.00
2	Stud Wall, Ceilings & Drywall	LS	1	$ 12,000.00	$ 12,000.00
3	Block Wall, Solids Building	LS	1	$ 15,000.00	$ 15,000.00
4	Interior Doors	LS	2	$ 2,000.00	$ 4,000.00
5	Restroom Furnishings, Lab Building	LS	1	$ 4,000.00	$ 4,000.00
6	Restroom Furnishings, Solids Building	LS	1	$ 4,000.00	$ 4,000.00
7	Water Heater, Solids Building	LS	1	$ 900.00	$ 900.00
8	Plumbing	LS	1	$ 18,000.00	$ 18,000.00
9	Electrical	LS	1	$ 4,100.00	$ 4,100.00
10	Painting	LS	1	$ 4,000.00	$ 4,000.00
11	Flooring, Lab Building	LS	1	$ 2,000.00	$ 2,000.00
12	Acoustical Ceiling	LS	1	$ 2,000.00	$ 2,000.00
13	Demolition	LS	1	$ 3,000.00	$ 3,000.00
14	Concrete	LS	1	$ 3,000.00	$ 3,000.00

TOTAL BID ITEMS 1 THROUGH 14: $ 86,000.00

4. TERMINATION. If the Contractor should be adjudged as bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should violate any of the provisions of the Contract Documents, the Owner may serve written notice upon him and his surety of its intention to terminate the Contract; such notice to contain the reasons for such intention to terminate the Contract, and, unless within ten (10) days after serving of such notice such violation shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that if the surety within fifteen (15) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) days from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the

Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor.

5. NOTICE AND SERVICE THEREOF. Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice, or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, (a) if the notice is given to the Owner, per personal delivery thereof to the City Engineer of said Owner, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to the Owner, postage prepaid and registered; (b) if the notice is given to the Contractor, by personal delivery thereof to said Contractor or to his duly authorized representative at the site of the project, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to said Contractor at DAGUERRE CONSTRUCTION, postage prepaid and registered; and (c) if the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mails enclosed in a sealed envelope, addressed to such surety or person, as the case may be, at the address of such surety or person last communicated by him to the party giving the notice, postage prepaid and registered.

6. ASSIGNMENT OF CONTRACT. Neither the Contract nor any part thereof, nor moneys due, or to become due thereunder, may be assigned by the Contractor without the prior written approval of the Owner.

7. CONTRACT SECURITY. The Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. The Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

8INSURANCE. The Contractor shall not commence work under this Contract until he has obtained all insurance required by Section 7-3 of the Standard Specifications for Public Works Construction (1997 Edition), as amended, and such insurance has been approved by the City Attorney of Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract, and particularly paragraph 9 hereof. Said insurance obtained by the Contractor shall be primary and noncontributory as to any insurance maintained by owner. ***Endorsement for additional insured shall be submitted on Standard form CG 20101185. Endorsement forms CG 20101001 and CG 20371001, when used together, are acceptable in lieu of CG 20101185 for Public Works projects***. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy.

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City is the named insured or is named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City shall be the insured or named as an additional insured covering the work, whether liability is attributable to the Contractor or the City. The policy shall insure the City, its officers, employees and agents while acting within the scope of their duties on the work, against all claims arising out of or in connection with the work.

The Contractor may file insurance acceptable to the City covering more than one project. The coverage shall provide the following minimum limits:

Bodily Injury...	$500,000.00	each person
	$1,000,000.00	each occurrence
	$1,000,000.00	aggregate products and completed operations
Property Damage...	$250,000.00	each occurrence
	$500,000.00	aggregate

A combined single limit policy with aggregate limits in the amount of $1,250,000.00 will be considered equivalent to the required minimum limits.

The Contractor will require all subcontractors to take out and maintain bodily injury liability and property damage liability in the amounts stated above.

The Contractor and subcontractors shall save, keep and hold harmless the City, its officers and agents from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be caused by any willful or negligent act or omission by the Contractor, any of the Contractors employees, or any subcontractor. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provide that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving sufficient time before the date thereof to comply with the applicable law or statute, but in no event less than thirty (30) days before expiration or cancellation is effective.

All insurance required by this section shall be from a California admitted insurance company.

The cost of this insurance shall be included in the Contractor's bid.

CANCELLATION CLAUSE

NOTE: The standard form used by insurance carriers will not be acceptable unless the word "endeavor" is crossed out where the paragraph states, "The issuing company will (endeavor to) mail . . ." A portion of the last paragraph should be crossed out, which states, "but failure to mail such notice shall impose no obligation or liability of any kind upon the company."

9. HOLD HARMLESS. Contractor shall indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence, sole negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Notwithstanding the above, the Contractor shall, wherever it is necessary, keep and

maintain at his sole cost and expense during the course of his operations under this Contract such warnings, signs, and barriers as may be required to protect the public. The provisions of the preceding sentence shall not impose any liability upon the Owner and are for the express benefit of the general public.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Contractor desire any insurance protection, the Contractor is to acquire such protection at its expense.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

10. ACCIDENT PREVENTION. Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

11. PAYMENT. The Owner will make partial and final payment to the Contractor in accordance with Section 9-3.2 of the Standard Specifications, as amended, except that the Owner will retain the five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by Owner of notice of acceptance of completion of all work covered by this Contract, if such notice be recorded within ten (10) days after the acceptance of completion of such Contract; or, if such notice be not so recorded within ten (10) days, until the expiration of ninety-five (95) days after the acceptance of completion of such work of improvement, at which time and not before, Owner shall pay to Contractor the whole of the remaining five percent (5%) of said contract price so held back as provided.

The payment of progress payments by the Owner shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the Owner and subject to whatever inspection and approval may be required by law.

12. CALIFORNIA LABOR CODE. The Contractor is aware of, and hereby agrees to comply with Sections 1770, 1773, 1776, and 1777.5 of the California Labor Code.

13. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS. Pursuant to Section 22,300 of the Public Contracts Code of the State of California, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a State or

Federally-chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the Contract.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California, or bank or savings and loan certificate of deposit.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this section shall contain, as a minimum, the following provisions:

(a) The amount of securities to be deposited;
(b) The terms and conditions of conversion to cash in case of the default of the Contractor; and
(c) The termination of the escrow upon completion of the Contract.

14. TRENCHES AND EXCAVATIONS. Should the Contractor be required to dig trenches or other excavations that extend deeper than four (4) feet below the surface, then the following clauses shall apply:

(a) The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

(2) Subsurface or latent physical conditions at the site differing from those indicated;

(3) Unknown physical conditions at the site of any unusual nature different materially from those ordinarily encountered, and generally recognized as inherent in work of the character provided for in the contract.

(b) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in this contract.

(c) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of or time required for performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

15. CLAIMS. This clause applies to all Contractor claims of three hundred seventy-five thousand dollars ($375,000), or less, which arise out of this contract.

(a) "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract,

and payment of which is not otherwise expressly provided for or the Contractor not otherwise entitled to, or (3) an amount the payment of which is disputed by the City.

(b) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein shall extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(c) For claims of less than fifty thousand dollars ($50,000), the City shall respond in writing to any written claim within forty-five (45) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.

(1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.

(2) The City's written response to the claim as further documented shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

(d) For claims of over fifty thousand dollars ($50,000) and less than, or equal to, three hundred seventy-five thousand dollars ($375,000), the City shall respond in writing to all written claims within sixty (60) days of receipt of the claim or may request, in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim, or relating to defenses or claims the City may have against the Contractor.

(1) If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the City and the Contractor.

(2) The City's written response to the claim as further documented shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater

(e) If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within fifteen (15) days of receipt of the City's response, or within fifteen (15) days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(f) If, following the meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title I of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written claim pursuant to Subdivision (b) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

(g) The following procedures shall be followed for all civil actions filed to resolve claims subject to this clause:

(1) Within sixty (60) days, but no earlier than thirty (30) days following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

(h) The City shall not fail to pay money as to any portion of a claim which is undisputed, except as otherwise provided in this contract.

(i) In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

ATTEST:

CITY OF MERCED, a Municipal Corporation
(Herein called Owner)

By: _____
Deputy City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

DAGUERRE CONSTRUCTION
(Herein called Contractor)

By: _____
City Attorney

By: Brian Daguerre
Contractor

ACCOUNT DATA:

Project No. 120025

Project Account Number(s) / Amount

553-1108-637.65-00 **$ 86,000.00**

TAXPAYER I.D. NO: 561557304

VENDOR NUMBER: _____

ADDRESS: 1251 Nevada Ave.,

Los Banos, CA, 93635

PHONE 209-777-4306

FAX: _____

EMAIL: bdaguerre@sbcglobal.net

By: _____
Finance Officer Verification

(SEAL)

GUARANTY

To the City of Merced, California:

PROJECT NUMBER 120025

The undersigned guarantees the construction and installation of the work included in this project as described in the Contract Documents.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, within one year after date on which the "Notice of Completion" is recorded by the City, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said work to that contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such material and to repair said work completely without cost to the City so that said work will function as contemplated.

The City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

By: Brian Dequer
Contractor

Date: 6-1-2020

RECEIVED
JUN 16 2020
ENGINEERING DEPT

ANV Contractors G Inc.
1230 N. Quinley Ave.
Atwater, CA 95301

Michael Beltran
City of Merced
678 W 18th street
Merced Ca 95340

ANV Contractors, Inc.
1230 N. Quinley Ave.
Atwater, Ca 95301

June 16, 2020

City of Merced
678 W. 18th Street
Merced, CA 95340

RE: City of Merced WWTP Restrooms Projects – Bids Protest

Dear Mr. Michael Beltran,

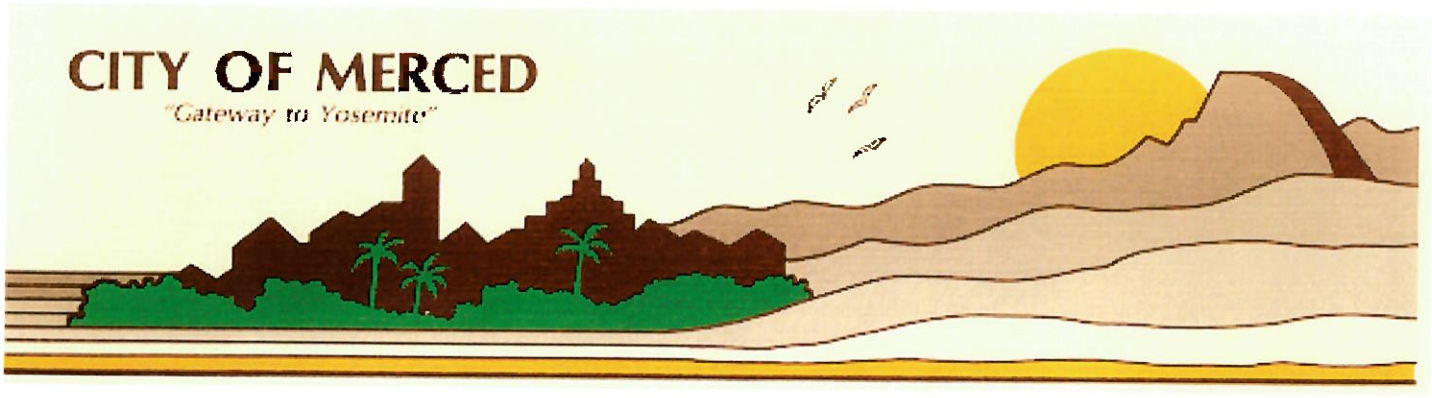
As directed, this letter is to serve as the "official" bid protest for the City of Merced WWTP Restrooms Project. Bid results for the WWTP project were opened on May 19th 2020. There were 3 bidders (Deguerre Construction, Commercial Construction, and ANV Contractors, Inc.).

On May 22nd we emailed Mr. John Ainsworth stating our concerns about a note on the construction plans, along with a couple more things related to the project. We stated the following:

> Note 2 of the construction plans says **"Contractor shall examine construction drawings and specifications and shall visit site prior to submitting a proposal."** I just want to verify the other bidders visited the site prior to submitting their proposal and their bids are valid?
>
> On plan sheet #5, DTL 1&2 shows the sewer point of connection at 3 ft below existing floor, but based on field conditions that's not the case. There's a 6ft deep sump (wouldn't know from plans) and point of connection (existing sewer) is a lot deeper (probably 8-10ft below existing floor or 2-4 ft below bottom of sump floor), so **it wouldn't be known without visiting the site.**
>
> Also, no depths were shown for point of connection/excavation of the lab restroom, so a change order for that is very likely without having assumed the same depth as other restroom. Sheet 5, DTL 3&4 also shows new water line cut off. Bidders wouldn't know point of connection without visiting site and will likely also result in a change order.
>
> Please let me know how the City plans to proceed with bid results.

If note 2 on the plans holds true, then the other two bidders would be automatically disqualified, due to not visiting the site prior to submitting a proposal. We also mentioned other issues in regards to change orders that may be coming from the other b
idders. We were able to identify those issues by visiting the site the Friday before bid opening on May 19th. We have not received a response from the City in relation to our concerns. Please let me know how the City plans to proceed.

Best Regards,
Nicolas Vargas



Office of the City Engineer ◊ Telephone (209) 385-6846 ◊ Facsimile (209) 385-6211
678 West 18th Street, Merced, CA 95340

July 13, 2020

Mr. Nicolas Vargas
ANV Contractors, Inc.
1230 N. Quinley Ave.
Atwater, Ca 95301

RE: City of Merced WWTP Restrooms Project – Bids Protest

Dear Mr. Vargas,

This letter is in response to the bid protest submitted by ANV Contractors, Inc.

After careful consideration and review of the documents, the City of Merced is rejecting the Bid Protest submitted by ANV Contractors, Inc. On Page 7, Instructions to Bidders, Item C, Examination of Plans, Specifications, Contract and Site of Work, states, "The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be **conclusive evidence** that the bidder has investigated and is satisfied as to the conditions to be encountered as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the proposal, plans, specifications, and the contract."

The City looks forward to working with you on future projects that you may be awarded.

Sincerely,

Michael R. Beltran II, PE
City Engineer

ADMINISTRATIVE REPORT

Agenda Item I.13. Meeting Date: 8/3/2020

Report Prepared by: Michael R. Beltran II, PE, City Engineer

SUBJECT: Approval of an Agreement for Professional Services with Dokken Engineering, a California Corporation, for Project Approval, Environmental Documents (PA/ED), Plans, Specifications, and Estimates (PS&E) for the Highway 59 Phase 1 Widening and Highway 59 Bridges Over Black Rascal Creek Project for a Total Amount not to Exceed $2,399,223.01

REPORT IN BRIEF
Considers approving a professional services agreement with Dokken Engineering, a California Corporation, for the PA/ED and PS&E for Highway 59 Widening Phase 1 and Highway 59 Black Rascal Bridge Project.

RECOMMENDATION
City Council - Adopt a motion:

A. Approving an agreement for professional services (environmental and engineering design services) with Dokken Engineering, a California Corporation, in the amount of $2,399,223.01; and,

B. Authorizing the City Manager or the Assistant City Manager to sign the necessary documents.

ALTERNATIVES
1. Approve as recommended by Staff; or
2. Deny; or,
3. Refer to Staff for further evaluation.

AUTHORITY
Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES
Addresses Council's priority of widening Highway 59 from 16th Street through the Bridges at Black Rascal Creek.

DISCUSSION
On November 8, 2016, the voters of Merced County approved "Measure V", a one-half cent sales transaction and use tax to supplement transportation roads and alternative transportation project funding. The Measure V transportation sales tax will be in place for 30 years, expiring on March 31, 2047. The Merced County Association of Governments (MCAG) will administer the apportionment of

sales tax funds to the County, six Cities and the agreed upon regional areas within Merced County.

Request-for-Proposals

Staff solicited proposals to obtain the services of a consulting firm with appropriately licensed personnel and engineers with environmental, roadway, and bridge design experience. Five (5) firms submitted proposals as of the suspense date. An evaluation committee was convened consisting of Public Works and Engineering staff members. Each member rated the proposals by granting up to 100 points on criteria including, but not limited to: staff qualifications, technical experience, technical approach and completeness. Shown below are the proposals combined scores out of a maximum possible of 400 total points:

GHD, Roseville, California	270
Dokken Engineering, Folsom, California	355
Mark Thomas, Fresno, California	315
Dewberry | Drake Haglan, Rancho Cordova, California	321
Quincy Engineering, Rancho Cordova, California	272

The Dokken Engineering contract under consideration includes the following major tasks:

- Project Management;
- Surveying and Right of Way Mapping;
- Geotechnical Studies;
- Preliminary Engineering Studies;
- Environmental Documentation;
- Utility Coordination;
- Railroad Coordination;
- Right of Way Engineering;
- Project Report;
- Final Engineering Studies;
- Final Design;
- Environmental Permitting; and,
- Bidding Support.

The Dokken Engineering fee proposal for completing the above tasks is for the not-to-exceed sum of $2,399,223.01.

History and Past Actions

On April 16, 2018, City Council approved the prioritization of Highway 59 from 16th Street to Yosemite

Avenue. Specifically, prioritized in the following order:

1. Widening of Bridges over Black Rascal Creek;
2. Widening of Roadway from 16th Street to Olive Avenue; and,
3. Olive Avenue to Yosemite Avenue.

On June 1, 2020, City Council approved two (2) Measure V Regional Funding Agreements for the Widening of Bridges over Black Rascal Creek and the Widening of Roadway from 16th Street to Olive Avenue

On July 6, 2020, City Council approved the Cooperative Agreement with State of California, Department of Transportation (Caltrans) for the Highway 59 Widening Phase 1 and Highway 59 Black Rascal Bridge Project

IMPACT ON CITY RESOURCES

Funding for these two projects is on a reimbursement basis. City pooled cash will be used to cover expenditures until reimbursement is received from MCAG. The expenditures and reimbursements of Measure V regional projects will be tracked in Capital Improvement Fund 445 - Measure V Regional Projects.

ATTACHMENTS

1. Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES
(Design Professional – Architects, Engineers & Landscape Designers)

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Dokken Engineering, a California Corporation, whose address of record is 110 Blue Ravine Road, Suite 200, Folsom, California 95630, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to widen Highway 59 from 16th Street through the Black Rascal Creek Bridges; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide project approval, environmental documents and plans, specifications and estimates in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. SCOPE OF SERVICES. The Consultant shall furnish the following services: Consultant shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Engineer or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. TIME OF PERFORMANCE. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "B" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. TERM OF AGREEMENT. The term of this Agreement shall commence upon the day first above written and end on December 31, 2023.

4. COMPENSATION. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "C". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Two Million Three Hundred Ninety-Nine Thousand Two Hundred Twenty-Three Dollars and One Cent ($2,399,223.01).

5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars ($100,000) for any one person and as required by law, including Employer's Liability limits of $1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

(i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.

(ii) Consultant shall maintain limits of no less than One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage.

(iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.

(iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

(v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

(i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

(ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

(iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars ($1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

(i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,

(ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City

reserves the right to withhold payment if Consultant's insurance policies are not current.

11. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

12. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

13. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

14. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

15. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

16. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

17. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

18. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

19. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

20. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

21. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal Corporation

BY:_____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:_____ 7/9/20
City Attorney Date

ACCOUNT DATA:

BY:_____
Verified by Finance Officer

CONSULTANT
DOKKEN ENGINEERING,
A California Corporation

BY: _____
(Signature)

Richard T. Liptak
(Typed Name)

Its: CEO
(Title)

BY: _____
(Signature)

Cathy Chan
(Typed Name)

Its: Secretary
(Title)

Taxpayer I.D. No. 68-0099664

ADDRESS: 110 Blue Ravine Rd.
Suite 200
Folsom, CA 95630

TELEPHONE: (916) 858-0642
FAX: (916) 858-0643
E-MAIL: jramos@dokkenengineering.com

SCOPE OF WORK – HIGHWAY 59 PHASE 1 and HIGHWAY 59 BLACK RASCAL BRIDGE PROJECT (COMBINED)

The **Dokken Engineering Team** (CONSULTANT) will perform professional and technical engineering services to prepare a Project Report, Environmental Document, Permitting and Final PS&E Contract Documents for the Highway 59 Phase 1 and Highway 59 Black Rascal Bridge project.

The below Scope of Work assumes the CITY will provide the following services:

- The City has sent out Utility "A" Letters and will provide the as-built responses.
- The City will be responsible for right of way appraisals and acquisition.
- The City will negotiate permanent entitlement rights, construction access rights, right of entries from BNSF and UPRR, agreements and process PUC GO 88 Application.
- The City will pay directly all permit fees.
- The City will waive City permit fees.
- The City will supply contact information for property owners.
- City will provide Value Analysis performed as part of previous project work.
- All construction support, including a Resident Engineer File, will be provided under a separate scope of work.
- No City permit will be required for tree removal.
- All existing utilities needing relocation are within Franchise without a Caltrans Master Agreement.
- The City will provide an orthorectified aerial image.
- No environmental sampling within the BNSF or UPRR right of way is included in the is scope of work.
- The existing two structures for Black Rascal Creek will be replaced with pipe(s) for the southern structure and a bridge for the northern structure.

TASK 1.0 | PROJECT MANAGEMENT

Task 1.1 | General Administration and Coordination

CONSULTANT will designate a Project Manager to oversee all aspects of the project. The CONSULTANT Project Manager will manage the full scope of services and ensure all components of the project meet federal, state and local design and contract requirements. The CONSULTANT Project Manager will coordinate directly with the City Project Manager regarding the project as well as all stakeholders and subconsultants.

Task 1.2 | Project Meetings

CONSULTANT will organize, attend, and facilitate meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. CONSULTANT will consult with the City's project manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

Kickoff Meeting | At the start of the project, CONSULTANT will organize a kickoff meeting with all key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews and overall schedule. The kickoff meeting will ensure that everyone on the project team is on the same page regarding project delivery and execution.

EXHIBIT A

PDT Meetings | The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include CONSULTANT'S Project Manager and task leads as needed, City and Caltrans staff and other stakeholders as necessary.

Technical Coordination Meetings | CONSULTANT will coordinate technical issues with the City, Caltrans and others through meetings and correspondence. CONSULTANT will prepare for and facilitate technical meetings as necessary.

- **Deliverables:** Meeting Notices, Meeting Agendas, and Meeting Minutes

Task 1.3 | Monthly Invoice and Progress Reports

CONSULTANT will prepare monthly invoices of expenditures for the Project. CONSULTANT will prepare progress reports to record the progress of the project and as supporting data for invoices presented monthly to the City. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues and schedule completion target dates. CONSULTANT will include the progress reports with delivery of the monthly invoices.

- **Deliverables:** Monthly Invoices and Progress Reports

Task 1.4 | Project Schedule

CONSULTANT will provide a detailed project baseline schedule, indicating milestones, major activities and deliverables, to the City for review and comments, and will update the schedule on a monthly basis, to coincide with the PDT meetings, or as required.

- **Deliverables:** Project Schedule

Task 1.5 | Quality Control

CONSULTANT will have a quality control plan in effect during the entire course of the project and will develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans will also be checked, corrected and back checked for accuracy and completeness. CONSULTANT will review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards.

- **Deliverables:** Quality Control Plan

Task 1.6 | Public Meetings

CONSULTANT will organize and attend up to three (3) public information meetings with City staff, Caltrans, other and appropriate team members to update the public and interested parties of the Project status and to obtain information from the public. The meetings will be held using the open house format. The format of an open house is informal, allowing attendees to speak directly with City/ CONSULTANT/Caltrans representatives about their thoughts on the Project. One of these public meetings is anticipated to be held during circulation of the environmental document.

CONSULTANT will schedule and make all necessary arrangements for the meeting facilities, issue meeting notices, and prepare all necessary meeting exhibits, handouts and other materials. All distributed materials will be provided in Spanish language and/or bilingual interpretation services will be provided for the meetings. CONSULTANT will provide a summary of the public comments from the meetings and provide a written response for use by the City.

- **Deliverables:** Public meeting notices, exhibits, handouts and other necessary materials, summary and responses to public comments

Task 1.7 | City Council Meetings

CONSULTANT will attend up to three (3) City Council meetings to support City staff in making presentations and updates on the project. CONSULTANT will provide necessary exhibits for use during the meetings and will assist in answering questions, as needed.

Task 1.8 | Funding Assistance

CONSULTANT will assist the City, as necessary, in obtaining additional funding to cover any project improvements not included in the current project funding.

TASK 2.0 | SURVEYING AND RIGHT OF WAY MAPPING

Task 2.1 | Record Research

CONSULTANT will perform record research at Merced County, City and Caltrans to locate recorded control maps, right of way maps, records of survey, corner records, and other official maps of record.

Task 2.2 | Record Calculations

CONSULTANT will calculate record right of way lines and property lines located within the project limits in accordance with record maps, record deeds, and documents as required to calculate field search positions for existing right of way monuments, street survey monuments, and parcel corner monuments.

Task 2.3 | Preliminary Title Reports

CONSULTANT will obtain Preliminary Title Reports for twenty-five (25 parcels affected within the project area. CONSULTANT will review the Preliminary Title Reports for use in preparing the right of way base mapping.

Task 2.4 | Right of Way and Control Field Survey

CONSULTANT will perform a topographic and right of way survey to provide design control and right of way mapping for the project. CONSULTANT will set horizontal and vertical control points for project mapping in accordance with Merced County and the City horizontal and vertical control requirements. All surveying and mapping will follow the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code; the provisions of the California Coordinate System, Sections 8801 to 8819 of the Public Resources Code; and any other applicable code in the State of California. The horizontal datum will be based on the North American Datum 1983 (NAD 83). The vertical datum will be based on the North American Vertical Datum of 1988 (NAVD 88) and closed network bench loops will be run through the control monuments. CONSULTANT will perform a field survey to search and locate existing survey monuments and physical evidence required to establish existing rights of way and property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas. CONSULTANT will perform calculations for the right of ways based on the found monumentation and lines of occupation located with the field survey.

Task 2.5 | Topographic Survey

CONSULTANT will perform a detailed field survey of the existing roadways, physical improvements, creek and access roads, structures, visible utilities, and drainage features. Cross-sections and tie-in surveys at the conform lines will ensure an accurate design and smooth transitions from existing roadway and infrastructure features. All work and files will be based on project coordinate control in accordance with Merced County and the City requirements for the preparation of documents and maps. Topographic field survey will locate existing site improvements and visible utilities including, but not limited to: buildings, trees, ground shots, railroad, Highway 59, 16th Street, Olive Avenue, Cooper Avenue, North Bear Creek Drive cross-sections, striping, fences, driveways, pavement elevations, guard rails, utilities, irrigation pipelines, ditch & structures, and other miscellaneous visible features. Cross-sections will be taken at 50-foot intervals along each roadway except in areas of vertical curves where cross sections will be taken on 25-foot intervals. Road cross-sections will include cross-sections extending 200-feet beyond the project limits. Existing creek cross-sections will be taken at each side of the bridge crossing and at distances 100-feet, 200-feet, and 400-feet upstream and downstream from the edge of existing structures. Creek cross-sections will extend to 50-feet outside the top of bank. Consultant will coordinate with property owners to gain "right of entry" during the field survey.

A total of eight (8) river cross sections will be taken for utilization in HEC-RAS hydraulic study. Four (4) cross sections will be taken upstream from the bridge, four (4) downstream from the bridge, one (1) being at the upstream edge of the proposed bridge, and one (1) being at the downstream edge of the proposed bridge crossing.

The Survey data will be processed and rendered into a Digital Terrain Model (DTM) and CAD base map. The CAD map shall exhibit 1-foot contours, spot elevations, all pertinent surface features, tree measurements, and utilities.

- **Deliverables:** Topographic Mapping

Task 2.6 | Color Orthorectified Aerial Photo

CONSULTANT will incorporate the City provided color orthorectified aerial image recently flown into the topographic mapping base drawing. CONSULTANT will locate and tie into the aerial control utilized for the aerial image for verification and insertion into the drawing.

- **Deliverables:** Color Orthorectified Aerial Photo

Task 2.7 | Record of Survey

CONSULTANT will prepare and file a Record of Survey for any new right-of-way required and/or for any other triggers specified in the Professional Land Surveyors Act. Set monumentation for new right-of-way as shown on the Record of Survey.

- **Deliverables:** Record of Survey

TASK 3.0 | GEOTECHNICAL STUDIES

Task 3.1 | Geotechnical Design and Materials Report

CONSULTANT will prepare of a Preliminary Geotechnical Design & Materials Report (PGDR) for the roadway work. The PGDR will include the 4-lane highway, soundwall (potential), various signs, lighting, storm water basin, culvert pipes, and check structure at Black Rascal Creek.

Detail scope for preparing this report is as follows:

- Research and Data Collection: Review of readily available geologic and soil literature in the vicinity of the site.
- Visual Pavement Condition Survey: A visual survey of the existing pavement conditions will be undertaken, and the findings summarized in the PGDR.
- Permits/USA Clearances: CONSULTANT will comply with local permit requirements. Borings are assumed to be performed within the Caltrans right-of-way for the proposed widening, which will require Caltrans and City encroachment permits. In addition, City boring permit and California Department of Fish and Wildlife Stream Alteration Agreement will be obtained to complete the proposed investigation. CONSULTANT assume permit fees will be assessed for the Caltrans Encroachment Permit and California Department of Fish and Wildlife Stream Alteration Agreement, however fees for the City permit(s) are assumed to be waved. Discussions with Caltrans District 10 Permits Division indicate that daytime should closure will be required for borings in the shoulder areas, nighttime lane closure for borings within the right-of-way, and nighttime road closure for the borings planned north of Olive Avenue due to the narrow road width at Black Rascal Creek. CONSULTANT will field locate the borings, call for Underground Service Alert (USA), and use GPR for clearance of utilities at boring locations. CONSULTANT also assume that the City will provide access to the undeveloped land where the storm water basin is proposed.
- Field Exploration: CONSULTANT plans on performing the borings and for both the roadway widening and creek crossings concurrently. The boring program for the borings associated with the roadway widening is provided in the table below.

Project Element	*Number of Explorations*	*Approximate Depths*

Roadway Pavement and Widening Areas	11 Borings	10 - 15'
Check Structure	2 Borings	15'
Railroad Early Warning Signs	2 Borings[1]	15-20'
Storm Water Basin	1 Boring 2 Backhoe Pits[2]	30' up to 15'

Note:

1) Two borings locations to provide information for both roadway and soundwall design.

2) A double ring infiltration test will be performed in each backhoe pit.

- The explorations will provide an evaluation of pavement structural section and subsurface conditions for the proposed roadway portion of the project. The boring and test pit locations will depend upon the available access and any boring data from previous studies. CONSULTANT anticipates using a truck mounted drill rig for our work. The test pits are proposed to be excavated with a backhoe.
- Classify and continuously log subsurface soil conditions encountered in each test boring and test pit at the time of exploration. Obtain "relatively undisturbed" and bulk samples of substrata from test borings. The borings will be drilled and backfilled with soil cuttings (< 5 feet depth) or cement grout (> 5 feet depth) unless directed otherwise and patched with rapid set concrete died black if performed in the existing asphalt.
- Laboratory Testing: Perform laboratory tests on representative soil samples such as moisture density, direct shear, gradation analyses, R-value tests, maximum density/optimum moisture, corrosion tests and Plasticity Index test, as necessary. In addition, Full Depth Reclamation with cement (FDR-C) mix design tests including cement treated proctor and unconfined compressive strength will be performed.

Based on engineering evaluation and analysis of the field and laboratory data a PGDR will be prepared. The PGDR will summarize the field and laboratory programs and provide comments and preliminary recommendations to support the Geometric Concept Drawing and will follow Caltrans guidelines. The PGDR will be updated as necessary to produce the final GDR for support of the final design of the roadway. It is anticipated the GDR will include:

- A description of the proposed project, including a site vicinity map showing the location of the project alignment and a site plan showing the approximate locations of the exploration points for this study;
- General description and characteristics of the subsurface materials along the roadway alignment, including boring logs;
- Summary of the visual Pavement Condition Survey;
- A summary of the field exploration and laboratory testing programs;
- Discussion of regional and local geology, including faults and seismicity;
- Comments on use of culverts;
- Comments and recommendations for site preparation and earthwork grading;
- Recommendations for new roadway structural sections including green pavement alternative using FDR-C;
- Recommendations for slope stability (embankment and creek channels);
- Recommendations for pole foundations for signs, lighting, and signals;
- Comments on the general corrosion potential of on-site soils to buried metal and concrete.

The PGDR will be updated as necessary to produce a final GDR for support of the final design of the roadway

➢ **Deliverables:** Preliminary and Final Geotechnical Design Report

Task 3.2 | Bridge Foundation Reports

Following is a task breakdown for the proposed bridge crossings at Black Rascal Creek. The Foundation Report may be subject to Caltrans review and will follow Caltrans format. It is anticipated the bridges may require a type selection meeting with Caltrans.

- Research and Data Collection: Review of readily available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing LOTB.
- Permits/USA Clearances: Borings are will be performed within the Caltrans right-of-way at Black Rascal Creek, which will require Caltrans and City encroachment permits. In addition, City of Merced boring permit and California Department of Fish and Wildlife Stream Alteration Agreement will be obtained to complete the proposed investigation. CONSULTANT assumes permit fees will be assessed for the Caltrans Encroachment Permit and California Department of Fish and Wildlife Stream Alteration Agreement, however fees for the City permit(s) are assumed to be waved. Borings will be performed along the shoulders of Highway 59 and through the roadway and existing bridge deck for the proposed creek crossing. Based on discussions with Caltrans the borings in this section will require a detour to close the road due to the narrow width between the metal guard rails at this location. CONSULTANT will field locate the borings and call for Underground Service Alert (USA) and perform GPR scanning for clearance of utilities at boring locations.
- Field Exploration: Because of high costs associated with performing field borings CONSULTANT plans on performing the borings for both the project structures at the same time as the borings for the GDR. The boring program for the FR is provided in the table below.

Project Structure	***Number of Explorations***	***Approximate Depths***
Black Rascal Creek	4 Auger/Rotary Borings[1] 1 to 2 Minute Man Auger Borings[2]	75' and 85' 15'

Note: 1) Two boring locations will be performed through the existing bridge deck.

2) Borings will be performed on the island area of Black Rascal Creek for the purpose of assessing the upper sediments for placement embankment fill and foundations.

- Classify and continuously log subsurface soil conditions encountered in the test borings at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test borings. The borings will be drilled and backfilled with neat cement grout.
- Laboratory Testing: Perform laboratory tests on representative soil samples such as moisture density, direct shear, gradation analyses, corrosion tests and Plasticity Index test, as necessary.
- Allowance has been made to attend two team meetings or conference calls.

Based on engineering evaluation and analysis of the field and laboratory data, a Preliminary Foundation Report (PFR) will be prepared for the bridge structure. The final Foundation Report (FR) will be prepared for the structure once the bridge and foundation geometry and loads have been finalized and all review comments have been received. The report will follow basic Caltrans LRFD guidelines and the current AASHTO Bridge Design Specifications and Caltrans Amendments. The FR will present final comments and recommendations to aid in design of the bridge. It is anticipated that the following specific items will be included in the FR:

- A description of the proposed project;
- Discussion of the field and laboratory testing programs;
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak ground acceleration and ARS curve based on Caltrans Seismic Design Criteria 2.0;

- Recommended parameters for use in design of the selected foundation type. Pile Data Table would be provided for drilled or driven piles Caltrans Standard piles or a Footing Data Table would be provided for spread footings.
- Recommendations for design of laterally loaded piles by the bridge designer, including LPILE profile;
- Recommended gross and net permissible contract stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations, as appropriate;
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), as appropriate;
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

➢ **Deliverables:** Preliminary Foundation Report, 65% Submittal Foundation Reports,95% Submittal Foundation Reports, Final Foundation Reports

Task 3.3 | Initial Site Assessment

CONSULTANT will perform an Initial Site Assessment (ISA) of the subject site located along the corridor/alignment on California Highway 59 from West 16th Street to south of Black Rascal Creek, Merced, California.

The ISA will be performed in general accordance with:

- The American Society of Testing and Materials (ASTM) "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" (Standard E-1527-13),
- Caltrans "Preparation Guidelines for Initial Site Assessment (ISA) Checklist for Hazardous Waste",
- Union Pacific Railroad (UPRR) guidelines; and
- BNSF Railway guidelines.

The purpose of the ISA is to provide City with knowledge of potential or known hazardous wastes, materials, and/or contamination, within or adjacent to the project corridor, that may impact project design, decisions, and provide information on preexisting environmental conditions. Tasks included in the assessment are the Project Screening and ISA Determination.

Project Screening | CONSULTANT will review reasonably ascertainable records that will help identify Recognized Environmental Conditions (RECs) in connection with the Site. These records include federal and state regulatory agency lists of hazardous waste generators, leaking underground storage tanks (USTs), landfills, military reservations, contaminated surface waters, and Superfund sites. These lists, as well as reasonably ascertainable existing documentation as cited below, will be reviewed to assess whether there were prior investigations or events and conditions, or institutional or engineering controls on the property and in the immediate vicinity, relating to spills, discharges, or other activities resulting in contamination or presence of hazardous materials. CONSULTANT will review previously conducted environmental assessments of the subject site (as provided by the City) and standard environmental record sources, which include published lists of regulatory agency investigations and/or enforcement actions, for facilities located near the Site.

CONSULTANT will enhance and supplement the standard environmental record sources with local and/or additional state or tribal records when, in our judgment, such additional records are readily ascertainable, sufficiently useful, accurate, and complete in light of the record review objective, and are generally obtained, pursuant to local good commercial or customary practice, in ISAs in the type of commercial real estate transaction involved.

Sources of such records may include the local department of health/environmental division, fire department, planning department, building permit/inspection department, local regional pollution control agency, local/regional water control agency, and local electric utility company.

Physical Setting Review | The physical setting review is required by the Standard Practice to include a current United States Geological Survey (USGS) 7.5 Minute Topographic Map. The review may also include discretionary physical setting sources, e.g. for geologic and hydrogeologic information. This information may provide insight to the significance of offsite sources of contamination in relation to the Site. When discretionary hydrogeologic information is available and reviewed, where possible CONSULTANT will estimate the regional direction of groundwater flow and discuss how this might affect the potential for identified offsite sources of contamination to impact the Site. Specific sources of physical setting information may include:

- United States Geological Survey reports and maps;
- Information provided by public agencies (e.g., state department of water resources, local flood control district, local or county water agency);
- Information from previous CONSULTANT experience in the area; and
- Information provided by the City (e.g., previous investigation or soils reports).

Historical Land Review | CONSULTANT will research historical information sources to develop a history of general types of previous uses of the Site and surrounding area (e.g., office, retail, residential, industrial, and manufacturing). Obvious uses of the Site will be identified from the present back to the Site's first developed use, or back to 1940, whichever is earlier. The review will include as many standard historical sources as are necessary and both reasonably ascertainable and likely to be useful. For the purpose of this review, "developed use" includes agricultural use and placement of fill dirt. The review will include documentation of gaps in the history of use.

Uses of the area surrounding the Site will be identified only to the extent that this information is revealed in the course of researching the Site itself. The following information sources may be used, as necessary, to research the Site history:

- Aerial photographs;
- USGS topographic maps;
- Fire insurance maps (e.g., The Sanborn Library, LLC Fire Insurance Maps);
- Local street directories;
- Property tax files;
- Recorded land title records;
- Building department records; and
- Zoning/land use records.

Site Reconnaissance | CONSULTANT will perform a reconnaissance of the Site by driving along the project corridor. Where appropriate and safe, CONSULTANT will perform additional Site reconnaissance on foot. It is assumed that no structures are included in the project area and interior observations of structures are not included. CONSULTANT will observe the property and its current use with the unaided eye, and thereby obtain information indicating the likelihood of identifying evidence of RECs in connection of the Site. The Site property located on the Site will be observed to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles. The periphery of the Site will be viewed from all adjacent public thoroughfares. If roads or paths with no apparent outlet are observed on the Site, the use of the road or path will be identified to assess whether it was likely used as an avenue for disposal of hazardous substances or petroleum products. During the site inspection, CONSULTANT will photographically document conditions at the time of the Site visit.

Vicinity Survey | CONSULTANT will perform a reconnaissance of immediately adjoining properties to observe the properties' current use and past use(s) to the extent that past uses are discernible. This survey will be performed to note facilities that have an obvious potential to affect the environmental conditions at the Site. However, these properties may be observed without physical access.

Interviews | CONSULTANT will interview past and present owners and occupants, with the objective of obtaining information indicating RECs in connection with the Site. The interviews should include a "Key Site Manager," a

person with good knowledge of the uses and physical characteristics of the property. The City will be responsible for supplying the contact information, including name and telephone number, of the Key Site Manager. If reasonably possible, CONSULTANT will attempt to interview the Key Site Manager at the time of the Site visit.

CONSULTANT will also make a reasonable attempt to interview at least one staff member of the local fire department that serves the property, the local/regional office of the health agency that serves the area, the local/regional agency having jurisdiction over hazardous waste disposal, or the local/regional agency responsible for the issuance of building permits or groundwater use permits.

Report and ISA Determination | CONSULTANT will provide a final report that will include an evaluation of the information obtained from the ISA. The report will include findings, opinions, and conclusions. The report will include illustrations and pertinent regulatory agency documentation regarding the Site.

The report will also include the ISA Checklist and "Yes or No" Determination from Caltrans Project Development Procedures manual (07/01/99), Appendix DD-Hazardous Waste.

- **Deliverables:** Initial Site Assessment

Task 3.4 | Aerially Deposited Lead Survey

CONSULTANT will provide environmental consulting services for the assessment of aerially deposited lead (ADL) survey for the Highway 59 Widening project (Project) between 16th Street and Black Rascal Creek in Merced, California (Site). The ADL study will be conducted along the Project alignment to investigate the potential for ADL in exposed soils that may be disturbed as part of the Project. The scope of work included below assumes that the 2016 "Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils" (ADL Agreement) between Caltrans and the California Department of Toxic Substances Control (DTSC) will be used for the Project. The scope of work presented herein is assumed to include one round of Caltrans involvement in the review/approval of the ADL survey and associated documentation.

Work Plan and Health and Safety Plan Preparation | CONSULTANT will prepare a work plan and health and safety plan for review and approval by the City. The work plan will state the purpose of the ADL investigation, the scope of work, and the proposed methods and procedures for sampling and analysis. CONSULTANT standard sampling protocols will be included in the work plan. The health and safety plan will be included within the work plan and will include information relevant to the Site, and appropriate health and safety procedures to be followed during completion of the field work portion of the investigation.

Field Work and Laboratory Analysis | Prior to soil sampling activities, the soil sampling locations will be marked in white paint and marking flags. CONSULTANT will contact Underground Service Alert (USA) three days prior to conducting field work to notify local utilities of the proposed subsurface work. USA provides a partial location service free of charge for major utility lines. In addition, CONSULTANT will retain a utility-locating contractor to mark potential utilities and subsurface interferences.

Traffic control, consisting of up to three days of shoulder closures, will be utilized in order to safely access each sample location. Field work will be conducted during daylight hours.

Soil sampling borings will be located on the shoulders of Highway 59 within the Caltrans right of way. Boring locations will be spaced at approximately 300-foot intervals along the alignment within the unpaved shoulders (where appropriate), between approximately 4 to 8 feet from the edge of pavement. Soil borings will be advanced in all areas of the proposed widening except for the areas extending approximately 500 feet north and south from Cooper Avenue, which have previously been widened to four lanes. Field activities will include the advancement of up to 22 soil borings to a depth of 2.5 feet, or refusal, whichever occurs first. Borings will be advanced by CONSULTANT personnel or a subcontractor using hand auger drilling equipment. Soil samples will be collected in glass jars at three intervals from each 2.5-foot soil boring: surface to 0.5 feet, 1 to 1.5 feet, and 2 to 2.5 feet.

CONSULTANT anticipates the following analyses will be performed on the soil samples collected as part of this investigation:

- A total of 66 primary soil samples will be submitted for total lead analysis using United States Environmental Protection Agency (USEPA) Method 6010B.

- The 66 primary soil samples will be analyzed for pH using USEPA Method 9045C or the equivalent,
- CONSULTANT will collect field duplicate samples at a rate of 10 percent of the total samples collected (7 duplicate samples). The duplicate samples will be analyzed for total lead and pH, as in the primary samples.
- CONSULTANT will collect one equipment blank samples per day (3 samples). The field blanks will be analyzed for lead and pH.

Soil samples reported to contain total lead concentrations in excess of 50 milligrams per kilogram (mg/kg) will be further analyzed for soluble lead using the California Waste Extraction Test (CA-WET) method, and samples in excess of 100 mg/kg will be analyzed using the Toxicity Characteristic Leaching Procedure (TCLP). At a minimum, the sample with the highest total lead concentration will be analyzed for soluble lead by CA-WET and TCLP. CONSULTANT has assumed for cost estimating purposes that approximately 75 percent of samples (55 samples) will be analyzed for soluble lead using the CA-WET method and 20 percent (15 samples) will be analyzed for soluble lead using the TCLP method.

Additional analysis for soluble lead (CA-WET or TLCP) beyond the quantities listed above will be charged at a unit price of $120 per sample, and in accordance with CONSULTANT'S current hourly fee schedule for sample handling, laboratory coordination, and results assessment. Costs are not included for analyzing samples using a deionized water Waste Extraction Test (DI-WET). If DI-WET analysis is requested additional charges will be incurred. If DI-WET testing is requested, CONSULTANT will contact the City and discuss costs for additional follow up analysis.

The samples will be analyzed on a standard laboratory turnaround time requiring approximately 5 to 10 working days for completion. Please note that if CA-WET and TCLP analyses are required, an additional 5 to 10 day working days beyond the initial laboratory turnaround will be required to complete those analyses.

Residual soil generated during the soil sampling activities will not be contained but will be placed back into the sample boreholes. Wash water will be disposed on the ground in areas not associated with drainage systems. Disposal of soil cuttings and wash water is not included in the cost estimate.

Data Analysis and Report Preparation | Upon completion of soil sampling, and receipt and review of analytical results, CONSULTANT will tabulate the soil sample analytical data generated during the investigation. The data will be keyed to field locations and represented on Site maps. The report will include:

- A description of field activities, observations, and protocols;
- Tabulated results of the soil sample analysis with copies of certified analytical laboratory results and chain-of-custody documentation;
- Description and documentation of quality assurance/quality control (QA/QC) procedures employed for field and laboratory work;
- A graphical representation of soil sampling locations showing laboratory results;
- Statistical analysis (Pro-UCL) performed on ADL sampling results; and,
- Conclusions and recommendations regarding soil management options based on the data acquired.

➢ **Deliverables:** Aerially Deposited Lead Survey

Task 3.5 | Lead Based Paint and Asbestos Containing Material Surveys

CONSULTANT will perform an asbestos-containing materials (ACM) survey at the two bridges over Black Rascal Creek that will be widened/replaced during the project. Additionally, CONSULTANT will perform a survey of traffic striping materials along Highway 59 project alignment to assess the striping for lead and chromium content. CONSULTANT'S proposed scope of work includes:

Work Plan and Health and Safety Plan Preparation | Preparation of an Asbestos and Traffic Striping Survey Workplan and Site-Specific Health and Safety Plan prior to commencement of field activities.

Field Work and Laboratory Analysis | Perform an ACM survey at the two bridges over Black Rascal Creek. Up to 20 bulk samples will be collected from the bridge structures for analysis by Polarized Light Microscopy (PLM). The ACM survey will be performed by a California Certified Asbestos Consultant (CAC).

Perform a traffic striping survey along the Highway 59 project alignment. Up to 6 samples of yellow and white traffic striping will be collected (i.e., three of each color striping) for analysis of lead content. The 3 samples of yellow traffic striping will also be analyzed for chromium content. The traffic striping survey will be performed by a California Department of Public Health (CDPH) regulations by a CDPH-certified lead inspector/assessor (LIA).

Data Analysis and Report Preparation | Preparation of an Asbestos Survey Report by the CAC/LIA conducting the field surveys, which will include:

- Tabulated results of laboratory analyses for asbestos and total lead.
- Description of locations, conditions, and estimated quantities of identified ACM and lead-containing traffic striping.
- Sample location maps,
- Site and sample location photographs, and
- Copies of laboratory analytical reports.

➢ **Deliverables:** Lead Based Paint and Asbestos Containing Material Survey

Task 3.6 | Soundwall Addition *[OPTIONAL]*

CONSULTANT will perform additional work for the Geotechnical Design and Materials Report to incorporate testing and recommendations for a soundwall, if required based on environmental analysis and requirements.

Detail scope for preparing this report is as follows:

- Research and Data Collection: Review of readily available geologic and soil literature in the vicinity of the site.
- Permits/USA Clearances: Borings are will be performed within the Caltrans right-of-way of Hwy 59, which will require Caltrans, City of Merced encroachment, and City of Merced boring permits. CONSULTANT assumes permit fees will be assessed for the Caltrans Encroachment Permit, however fees for the City of Merced permit(s) are assumed to be waved. Borings will be performed along the shoulders of Highway 59 and through the roadway. CONSULTANT will field locate the borings and call for Underground Service Alert (USA) and perform GPR scanning for clearance of utilities at boring locations.
- Field Exploration: Because of high costs associated with performing field borings we plan on performing the sound wall borings at the same time as the borings for the GDR. The boring program for the sound wall is provided in the table below.

Project Element	*Number of Explorations*	*Approximate Depths*
Soundwall	2 Auger/Rotary Borings	20' and 25'

- Classify and continuously log subsurface soil conditions encountered in the test borings at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test borings. The borings will be drilled and backfilled with neat cement grout.
- Laboratory Testing: Perform laboratory tests on representative soil samples such as moisture density, direct shear, gradation analyses, corrosion tests and Plasticity Index test, as necessary.

Based on engineering evaluation and analysis of the field and laboratory data, a determination will be made if a separate Foundation Report is required due to the foundation type. Preliminary Foundation Report (PFR) will be prepared for the sound wall structure if appropriate, or else, recommendations will be included in the GDR.

The report will follow basic Caltrans LRFD guidelines and the current AASHTO Bridge Design Specifications and Caltrans Amendments. The FR will present final comments and recommendations to aid in design of the sound wall. It is anticipated that the following specific items will be included in the FR:

- A description of the proposed project;

- Discussion of the field and laboratory testing programs;
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- Recommended peak ground acceleration and ARS curve based on Caltrans Seismic Design Criteria 2.0;
- Recommended parameters for use in design of the selected foundation type. Pile Data Table would be provided for drilled Caltrans Standard piles or a Footing Data Table would be provided for spread footings.
- Recommendations for design of laterally loaded piles by the bridge designer, including LPILE profile;
- Recommended gross and net permissible contact stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations, as appropriate;
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), as appropriate;
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Comments on the corrosion potential of foundation soil.
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

➢ **Deliverables:** Soundwall Preliminary Foundation Report, Soundwall Foundation Report

Task 3.7 | Falling Weight Deflectometer Testing *[OPTIONAL]*

CONSULTANT will subcontract with Applied Research Associates, Inc. (ARA) to perform Falling Weight Deflectometer (FWD) testing and analysis on the two-way two-lane segment of Highway 59 in the City of Merced, CA. Project limits are between Black Rascal Creek and 16 the Street including only main lanes for each traveling direction. The test length is approximately 6,600-ft long. ARA will provide a Heavy Weight Deflectometer (HWD) and a qualified operator to perform the field testing (note that an HWD is simply an FWD with a higher test load capacity). Data collected in the field will be analyzed by our experienced team of pavement engineers and will be submitted to CONSULTANT. In addition, a Google Earth map showing the FWD test locations, a set of right of way pictures, and Arc-GIS online map showing pavement rehabilitation options will be provided to CONSULTANT.

FWD testing will be conducted using an HWD at 100-ft testing intervals for the main lanes and the analyses will be performed using the Caltrans Test Method (CTM) 356. Each FWD test point will be geo-referenced using our sub-meter accurate GPS system. The tests will be staggered between the lanes to increase the coverage of each section. The approximate total number of test points is 132. Due to traffic control complexity and 8 hrs./night working hours, CONSULTANT estimates that it will take one night to perform the testing. The FWD will have a reference calibration performed within a year prior of the date of the testing.

ARA will also collect images of pavement surface during testing at 20-ft intervals. The results of the structural evaluation will be combined with the visual information to develop rehabilitation alternatives that are consistent with typical pavement maintenance and rehabilitation procedures.

➢ **Deliverables:** FWD Data in .mbd and FWD Format, Pavement Photos and FWD Test Locations, KML Files Showing All Locations Tested, FWD Data Analysis, Pavement Rehabilitation and Design, Pavement Report

TASK 4.0 | PRELIMINARY ENGINEERING STUDIES

Task 4.1 | Existing Data Collection and Field Review

CONSULTANT will obtain and review available data related to the project from the City, County, Caltrans, and other stakeholders. Existing data includes, but not limited to as-built plans, current planning documents, previous

engineering and other technical studies, funding reports, etc. CONSULTANT will also conduct a field review, within the confines of the existing roadway, to identify and document physical features, potential design constraints and environmental considerations. Field information will be recorded using field notes and digital photos.

Task 4.2 | Preliminary Geometrics

Based on existing data gathered, field review notes, previous geometric alignments, project mapping, preliminary traffic analysis results, and input from the City and Caltrans, CONSULTANT will evaluate and develop and refine the proposed project geometrics. CONSULTANT will work with the City and Caltrans to obtain consensus on design criteria, including design speed and functional classification. CONSULTANT will review and obtain comments from the City, Caltrans and other stakeholders, as approved by the City. CONSULTANT will prepare exhibits showing the proposed preliminary geometrics for review and for establishing the environmental footprint for subsequent environmental studies.

- **Deliverables:** Preliminary Geometric Exhibit

Task 4.3 | Preliminary Cost Estimates

CONSULTANT will develop a preliminary construction cost estimate for the proposed project developed from the preliminary geometrics. The estimate will be presented in a Caltrans 11-page estimate format.

- **Deliverables:** Preliminary Cost Estimates

Task 4.4 | Traffic Operations Analysis Report

CONSULTANT will document the traffic analysis approach and methodology in an assumptions memorandum that will be submitted to Caltrans District 10 staff for review and approval.

CONSULTANT will analyze up to ten (10) intersections as part of the analysis for a weekday AM and PM peak hour. In lieu of traditional traffic counts that may be affected by the COVID-19 pandemic, counts at up to ten (10) intersections will be performed using the StreetLight Data intersection turning movement count product; data from Fall 2019 will be used as the basis of the counts. The intersections will be analyzed using a microsimulation model developed in the Synchro/SimTraffic software analysis package. An Existing Conditions scenario microsimulation model will be built for the AM and PM peak hour based on 2019 count volumes, geometries, and intersection control devices (including signal timings), and the Existing Conditions model will be calibrated and validated to Caltrans District 10 standards. Measures of effectiveness (MOEs) such as intersection Level of Service, network-wide vehicle-hours of delay, network-wide vehicle-miles of travel, and Hwy 59 corridor travel speeds and travel times will be output. Updated collision data from the Caltrans TASAS database will be summarized. An Existing Conditions Report summarizing overall study methodology, data collection, and microsimulation model calibration, validation and outputs will be submitted to Caltrans District 10 staff for review and approval.

CONSULTANT will utilize the Three County Travel Demand Model (TCTDM) in the development of future year AM and PM peak hour traffic volume forecasts and estimates of vehicle-miles of travel (VMT) by speed bin. The latest version of the TCTDM will be used for the analysis. As a first step, CONSULTANT will review the base year model land use and roadway network to determine if modifications are needed. Using the Existing Conditions volumes as a basis, CONSULTANT will calibrate and validate the base year TCTDM to the criteria listed in the 2017 Caltrans Regional Transportation Plan Guidelines. A base year model validation memorandum will be completed and submitted to Caltrans District 10 for review and approval.

The horizon year for the TCTDM is year 2042, and, after approval of the calibrated and validated base year model, CONSULTANT will prepare Year 2042 TCTDM model runs for the No Build and Build scenarios. Using data from these models, CONSULTANT will forecast Opening Year and Design Year volumes for the No Build and Build scenarios. CONSULTANT will also output VMT by speed bin data for use in the Air Quality, Greenhouse Gas, and Energy CEQA analyses; the VMT values will also be used to inform potential environmental impacts of the project consistent with Senate Bill 743, if required by Caltrans District 10. The forecasts and VMT information will be submitted in a forecasting technical memorandum, which will be submitted to Caltrans District 10 staff for review and approval.

CONSULTANT will develop Opening Year and Design Year microsimulation models for the No Build scenario and Build scenario; the Build scenario models will include the full suite of project improvements (i.e. no phasing of the

project is assumed).. These future year models will be developed using data about the project and other background improvements (e.g. the reconfiguration of the Hwy 59/16th Street intersection) from published plans. CONSULTANT will review the plans for the project to assess if any modifications should be made based on the approved forecasts. The approved traffic volume forecasts for the Opening Year and Design Year will be used in these analyses. MOEs will be output from the microsimulation models to assess project benefits. A qualitative discussion regarding project benefits to pedestrians, bicyclists and the transit system will also be provided. CONSULTANT will also produce an Intersection Control Evaluation analysis and memorandum for Caltrans review and approval.

CONSULTANT will document the future year traffic operations analysis and all other analyses in a Traffic Operations Analysis Report (TOAR). An Administrative Draft TOAR will be developed and submitted to the project team for review and comment. A Draft TOAR will be submitted to Caltrans District 10 staff for review and comment. After reviewing and responding to Caltrans comments, CONSULTANT will prepare and submit a Final TOAR for Caltrans approval.

- **Deliverables:** Intersection Control Evaluation, Draft and Final TOAR

Task 4.5 | Preliminary Drainage Report

CONSULTANT will conduct a preliminary drainage investigation to determine the existing drainage patterns and storm drain facilities in the project area, including existing channels/ditches, pipe/culvert locations, sizes, local rainfall intensities, and flows. This information will be obtained through a combination of field reconnaissance, City/Caltrans staff, as-built records and the project files prepared by the City/Caltrans. After reviewing the existing drainage conditions, on- and off-site hydrologic and hydraulic analyses will be conducted for the existing and post-project condition, emphasizing the primary objective of maintaining existing flow patterns and runoff amounts.

The on-site analyses will include identifying where new facilities are needed and where existing facilities can be reused, developing drainage boundaries for the areas within the project limits, developing flows for each facility based on Caltrans hydrology standards, and identifying where new/retrofitted storm drain facilities are needed. A comparison of existing versus proposed peak flows will also be performed and will become the basis of the retention design.

Upon review of the project site, CONSULTANT does not anticipate the need for an off-site analysis as cross drainage does not currently exist, with the exception of Black Rascal Creek.

A Draft Preliminary Drainage Report for the project will be prepared to document the hydrologic and hydraulic analysis and will provide a detailed discussion of the following: existing conditions and facilities in the project area, the on-site hydrologic analyses, existing and post-project drainage patterns, flood conditions, results of the on-site hydraulic analyses (including retention basin sizing) and any issues of special concern or significance. The draft report will be submitted to Caltrans and the City for review prior to approval of the Draft Project Report.

CONSULTANT will obtain review comments from Caltrans and the City on the Draft Preliminary Drainage Report. A summary matrix with comment responses will be prepared and the report will be updated in accordance with the comments received. The Final Preliminary Drainage Report will be submitted for review and approval with the Final Project Report.

- **Deliverables:** Draft and Final Preliminary Drainage Report

Task 4.6 | Location Hydraulic Study

The widening of Hwy 59 will involve encroachment on the base floodplain. As a result, the federal guidelines provided in Executive Order 11988 - Floodplain Management require that a Location Hydraulic Study and Floodplain Evaluation Report Summary be prepared to supplement the environmental document. These studies will be performed to evaluate the impact of the proposed improvements on the floodplain during 100-year flood conditions.

Using the base flood elevations in the project area provided in the FEMA Flood Insurance Study, CONSULTANT will assess the impacts of the roadway improvements on the floodplain of Black Rascal Creek as well as the risk to floodplain values and adjacent properties.

CONSULTANT will prepare a Draft Location Hydraulic Study and Floodplain Evaluation Report Summary to discuss the results of the analysis and compare the impacts/risks of each project being considered. The study will include a discussion of the following items, commensurate with the significance of the risk or environmental impact:

- The risks associated with implementation of the action.
- The impacts on natural and beneficial flood-plain values.
- The support of probable incompatible flood-plain development.
- The measures to minimize flood-plain impacts associated with the action.
- The measures to restore and preserve the natural and beneficial floodplain values impacted by the action.
- An evaluation and discussion of the practicability of alternatives to any longitudinal encroachments
- Evaluation and discussion of the practicability of alternatives to any significant encroachments or any support of incompatible floodplain development.

This document will be submitted to the City and Caltrans for review. Comments on the draft report will be addressed and the Location Hydraulic Study will be updated and finalized.

➢ **Deliverables:** Draft and Final Location Hydraulic Study

Task 4.7 | Life Cycle Cost Analysis

In support of the Project Report, CONSULTANT will prepare a Life Cycle Cost Analysis (LCCA) for roadway improvements for Hwy 59 using the most recent Caltrans RealCost program (currently Version 2.5.4CA). The LCCA will identify the lowest cost pavement alternative for the roadway improvements among different pavement types, design periods with relevant costs which include initial construction, future maintenance and rehabilitation, and user costs (public's time and vehicle costs). The results of the LCCA will be documented on Caltrans' Life Cycle Cost Analysis Form.

➢ **Deliverables:** Life Cycle Cost Analysis

Task 4.8 | Bridge Design Hydraulic Study

CONSULTANT will utilize the existing and proposed condition hydraulic models prepared for the Location Hydraulic Study to conduct a detailed hydraulic analysis for the selected project alternative. The objective of this analysis will be to evaluate the freeboard, overtopping, and stage increases using the 50-, 100- and 200-year frequencies as required by the various agencies with jurisdiction in this project area (Caltrans and Central Valley Flood Protection Board). CONSULTANT will use the preliminary results of this analysis to optimize the selected structure design such that upstream and downstream impacts are reduced and/or eliminated as needed to satisfy Federal, State, and local requirements. The optimization will include consideration of alternative pier types and spacing and will also consider the construction condition.

The scour analysis will consider pier, abutment, and contraction scour. The potential for aggradation or degradation will also be evaluated based on a review of any recent survey data together with historic data collected from USGS quadrangles.

Based on the results of the hydraulic and scour analyses, CONSULTANT will prepare a Draft Bridge Design Hydraulic Study to satisfy State. The report will be submitted to the City and Caltrans for one round of comments. During the final design phase, comments on the draft report will be addressed and a final hydraulics run for the bridge structure will be performed, incorporating any design changes made since completion of the draft report. The Bridge Design Hydraulic Study will then be updated and finalized.

➢ **Deliverables:** Draft and Final Bridge Design Hydraulic Study

Task 4.9 | Noise Abatement Decision Report

In support of the Project Report, CONSULTANT will prepare a Noise Abatement Decision Report (NADR) using the results of the Noise Study Report. The NADR will determine whether a noise abatement measure is feasible and reasonable using a cost-benefit analysis. If both feasible and reasonable, abatement measures will be incorporated into the project to reduce potential noise impacts to a less than significant level. The NADR will be submitted to the City and Caltrans for review, and the comments will be incorporated into the final NADR.

- **Deliverables:** Draft and Final Noise Abatement Decision Report

Task 4.10 | Design Support for Environmental

CONSULTANT will support the environmental process by providing engineering data and graphics to the environmental team, reviewing submittals for consistency with the design, and reviewing mitigation measures to ensure that they are reasonable and can be implemented.

- **Deliverables:** Engineering Data and Graphics to Support Environmental Documentation

Task 4.11 | Letter of Map Revision *[OPTIONAL]*

CONSULTANT will prepare a FEMA Letter of Map Revision (LOMR) if the project improvements result in an increase of more than 1-foot in water surface elevations. CONSULTANT will provide the documentation required to submit the LOMR to FEMA. The tasks associated with this effort include the following:

- MT-2 Forms 1, 2, and 3: CONSULTANT will prepare the MT-2 Forms for submittal. FEMA requires that the community (City) sign and submit the package.
- Hydraulic Assessment: Based on CONSULTANT'S modeling efforts, CONSULTANT will determine the upstream and downstream tie-ins of the hydraulic model. CONSULTANT will also formalize the bridge loss calculations and format the complete model for submittal.
- Prepare Workmaps: CONSULTANT will prepare the workmaps for submittal.
- Property Owner Notification: CONSULTANT will identify all parcels that are impacted by decreases to the water surface elevation or floodplain boundaries, prepare, and send the notification letters.

- **Deliverables:** Letter of Map Revision

Task 4.12 | Traffic Analysis Year Design Exception *[OPTIONAL]*

Based on previous analyses, there exists the possibility that the project may not meet a 20-year design life (i.e. provide acceptable traffic operations 20 years after construction) and a design life exception will be necessary to advance the project forward. As part of the design life exception, a 10-year (or other interim year) analysis would be necessary to determine the actual service life of the project.

Under this optional task the following subtasks would be performed:

- Determine AM and PM peak hour traffic forecasts for interim year
- Develop interim year peak hour traffic analysis models to determine MOEs consistent with other analysis scenarios
- Incorporate analysis results for the interim year in the TOAR

- **Deliverables:** Design Year Exception

TASK 5.0 | ENVIRONMENTAL DOCUMENTATION

Task 5.1 | Air Quality Report

CONSULTANT will prepare an Air Quality Report following the guidelines in the Caltrans Standard Environmental Reference, Chapter 11. The Air Quality Report will cite the projects' listings in the Regional Transportation Plan (RTP) and Federal Improvement Program (FTIP). Consistency with the project proposal and RTP/FTIP project

description listing will be key in gaining approval. The Air Quality Report will include the attainment status of the project area and analysis of long-term operational and short-term construction impacts. As part of the report, a Particulate Matter Hot Spot Analysis Project Summary Form will be prepared and presented to the Stanislaus Council of Governments and Interagency Consultation Partners. This Interagency Consultation process will determine if the project is a Project of Air Quality Concern under U.S. Environmental Protection Agency's regulations 40 CFR 93.123 (b) (1). It is anticipated that the project will not be found a Project of Air Quality Concern based on expected traffic volumes. The Air Quality Report will also include an analysis using the Caltrans Carbon Monoxide Protocol and estimated construction emissions using the standard Roadway Construction Emissions Model. The report will be provided to the City and Caltrans for comment, review, and approval.

- **Deliverables:** Draft and Final Air Quality Report

Task 5.2 | Air Quality Conformity Analysis

CONSULTANT will prepare an Air Quality Conformity Analysis (AQCA) following the guidelines in the Caltrans Standard Environmental Reference, Chapter 11. The AQCA will include a summary of the Interagency Consultation, results of the Air Quality Report, the project's consistency with the State Implementation Plan, and identification of mitigation measures as needed.

- **Deliverables:** Draft and Final AQCA

Task 5.3 | Community Impact Assessment

CONSULTANT will prepare a Community Impact Assessment (CIA) to evaluate document the potential impacts to the community, minority, and low-income populations which are currently present within the project area. Pursuant to NEPA requirements, impacts to low income population will be evaluated consistent with federal Environmental Justice policy. The CIA will discuss social impacts, business and residences affected by the project, and community resources, such as the LifePlace Church, parks, and emergency services. The CIA will be provided to the City and Caltrans for comment, review, and approval.

- **Deliverables:** Draft and Final CIA

Task 5.4 | Visual Impact Assessment

The project's preliminary score on the Visual Impact Assessment (VIA) Guide (Caltrans Standard Environmental Reference [SER] Chapter 27 Visual and Aesthetics Review) is 14, which is on the border of VIA memorandum and a Minor VIA. As a result, CONSULTANT will prepare a Minor VIA to document and assess the visual changes to Highway 59 and Black Rascal Creek as a result of the widening. The Minor VIA will include the following graphics: a vicinity map, representative photographs, and a map of representative photograph locations. The VIA will be provided to the City and Caltrans for comment, review, and approval.

- **Deliverables:** Draft and Final Minor VIA

Task 5.5 | Noise Study Report

CONSULTANT will prepare a Noise Study Report (NSR) that assesses the project's potential effects on existing and future noise conditions, including construction impacts, and will review applicable Caltrans and City noise and land use compatibility criteria for the project area. As part of the NSR preparation, CONSULTANT will conduct a reconnaissance of the project area to determine existing land use activities, developed lands, undeveloped lands, sensitive receptors, and appropriate noise measurement sites, per the guidance provided in the Caltrans TeNS document. One (1) long-term measurement and five (5) short-term measurements will be taken to characterize the existing environment and to assist with model calibration.

Noise modeling will be conducted to predict current, future no-build and one (1) build alternative noise levels using the appropriate noise predictive model TNM 2.5. Prediction is based on inputs such as projected traffic volume (average daily traffic), traffic mix (percentage of truck traffic), topography and distance of the project from the receptors. Peak hour noise in the design year for the proposed project will be modeled at selected noise sensitive receptors based on forecast traffic volumes. Modeling must be adequate to accurately predict the noise levels at each of the receptors, assess the number of properties within 500 feet of the project that are impacted or will be impacted and determine the increase in traffic noise. Predicted noise impacts for the future

build alternatives will be compared to the future no-build alternative to determine if a noise impact will occur. If noise impacts occur, noise abatement will be considered.

A construction noise analysis will be performed to evaluate the noise impacts during construction activities for the proposed project for California Environmental Quality Act (CEQA) evaluation. The construction noise analysis will assist in addressing whether construction activities will result in a substantial permanent increase in ambient noise levels in the project vicinity above levels without the project. For the predictive analysis, information will be obtained regarding construction sequencing, the type of construction activities that would be occurring, the type of construction equipment that will be utilized, and construction traffic haul trips to assess impacts. Maximum noise levels expressed as Lmax at a reference distance of 50 feet will be obtained and then adjusted for the actual distance to the receptor as well as the time (or usage factor) that the equipment is predicted to produce noise. The FHWA Roadway Construction Noise Model (RCNM) will be used to predict noise levels using this methodology. The NSR will be provided to the City and Caltrans for comment, review, and approval.

- **Deliverables:** Draft and Final NSR

Task 5.6 | Water Quality Assessment Report

CONSULTANT will prepare a Water Quality Assessment Report to address the potential for project impacts on water quality to Black Rascal Creek based on current Caltrans guidelines. The report will disclose that Black Rascal Creek is on the Clean Water Act Section 303(d) list and will develop Caltrans standard best management practices (BMPs) and project design features to prevent construction and project related impacts to the creek and other water sources, as required in accordance with the current Caltrans Statewide Storm Water Management Plan.

In accordance with the National Pollution Discharge Elimination System (NPDES) general construction activity stormwater discharge permit, applicable requirements will be identified. Likewise, compliance with Section 401 of the Clean Water Act will ultimately be necessary (water quality certification). To comply with Section 401 requirements, specific mitigation measures, including BMPs specified in Caltrans' Storm Water Quality Handbook - Planning and Design Guide, will be identified for water quality impacts that may occur during construction. The report will be provided to the City and Caltrans for comment, review, and approval.

- **Deliverables:** Draft and Final Water Quality Assessment Report

Task 5.7 | Natural Environmental Study Report

CONSULTANT will conduct field surveys and extensive literature research to assist in determining the existence or potential occurrence of sensitive plant and animal species on the project site or in the vicinity. Literature review will include federal and State lists of sensitive species and current database records, including the California Natural Diversity Data Base (CDFW, 2015) and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California (Skinner, et al., 2004). In accordance with Caltrans guidelines, a list of threatened and endangered species known in the project vicinity will be obtained from the USFWS.

CONSULTANT biologists will conduct fieldwork in order to assess the presence/absence of sensitive biological resources (e.g., species or habitats), and to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. The location of any sensitive biological resources present onsite, including plants and plant communities, will be mapped. Based on initial research and experience with projects in this area, it is expected that this project could impact Swainson's hawk, Valley elderberry longhorn beetle (VELB), California tiger salamander (CTS), vernal pool habitat, and wetland habitats. For optimal results, CONSULTANT will conduct fieldwork appropriate to the season and will conduct rare plant surveys during the blooming season. This will maximize our ability to detect and positively identify sensitive species.

CONSULTANT will prepare a Natural Environment Study (NES) consistent with the Caltrans (Standard Environmental Reference) SER that will include a description of the field methods used and the results of the biological studies of the project area. The report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found, CONSULTANT will prepare an exhibit showing the location of the resource and include this exhibit in the NES. The report will also identify and assess project impacts on the existing biological resources, including any sensitive species.

Minimization and mitigation measures will be included as necessary. The report will be provided to the City and Caltrans for comment, review, and approval.

- **Deliverables:** Draft and Final NES

Task 5.8 | Biological Assessment and Endangered Species Act Consultation

The project may impact habitat for federally listed species VELB, vernal pool crustaceans, and CTS. Consultation with USFWS is anticipated regarding potential impacts to these species, under Section 7 of the Endangered Species Act (ESA). CONSULTANT will prepare Biological Assessments to document existing conditions and potential for federally listed species to be present for Caltrans' use in initiating consultation with USFWS. While habitats for these federally listed species may be present, it is anticipated the project will not adversely affect the species, which would allow for information consultation. After completion Section 7 consultation, USFWS will issue a Biological Opinion regarding the specific threatened or endangered species that could incur impacts to their habitat or to the species themselves. For any State listed species, a Section 2081 Incidental Take Permit will be obtained, or a consistency determination will be acquired through the CDFW Section 2080 process. The report will be provided to the City and Caltrans for comment, review, and approval. This task assumes that FHWA funding would be utilized and Caltrans would be designated as the lead NEPA agency who would be responsible for Section 7 consultation. If FHWA funding is not pursued, then the NEPA lead agency would be the US Army Corps and Section 7 consultation would occur during PS&E.

- Deliverables: Draft and Final Biological

- **Deliverables:** Draft and Final Biological Assessment; Biological Opinion

Task 5.9 | Historic Property Survey Report/Archaeological Survey Report

Cultural resource identification and evaluation efforts for the project were previously conducted in 2002 and 2005. As a result of these previous efforts, historic-era resources located within the anticipated construction footprint have been either evaluated and determined ineligible for listing on the National Register of Historic Places and the California Register of Historical Resources or were considered exempt from evaluation. A preliminary review of these past determinations found that they are still applicable. As a result, no additional historic-era resources which require evaluation are anticipated. CONSULTANT will prepare an Area of Potential Effects (APE) Map for Caltrans' review and signature which will define the archaeological and historic architectural survey limits. Upon approval or information confirmation of an approved APE, CONSULTANT will request a search of the Sacred Lands File through the Native American Heritage Commission, supplement an existing cultural resource records search conducted for this area through the Central California Information Center (CCIC), and conduct an archaeological survey of the APE. CONSULTANT will also assist Caltrans with Native American consultation efforts required under Section 106 of the National Historic Preservation Act by preparing project notification letters and coordinating any requested meetings to discuss potential impacts. All cultural resource identification efforts will be documented in a Caltrans formatted Historic Property Survey Report and Archaeological Survey Report. Based on previous efforts in this area, this task assumes that no Native American cultural resource evaluations are required. The reports will be provided to the City and Caltrans for comment, review, and approval.

- **Deliverables:** Draft and Final Historic Property Survey Report and Archaeological Survey Report; Signed APE Map; Native American Notification Letters

Task 5.10 | Section 4(f) Evaluation

The project will minorly impact existing multi-use paths which are part of the Black Rascal Creek and the Michael O'Sullivan bikeway systems. As this multi-use path is the type of property protected by Section 4(f) of the US Transportation Act of 1966, CONSULTANT will prepare a Section 4(f) analysis in accordance with FHWA and Caltrans guidelines. As it is anticipated that the project will only minorly impact the multi-use pathway, the analysis will result in a temporary use or *de minimis* impact and finding. CONSULTANT will coordinate directly with the City to obtain concurrence on this finding, as they are the owners of the resource. Further, CONSULTANT has confirmed that there are no 6(f) resources located within the project area. The report will be provided to the City

and Caltrans for comment, review, and approval. This task assumes that FHWA funding will be utilized. If funding is not pursued, then Section 4(f) analysis will not be required.

- **Deliverables:** Draft and Final Section 4(f) Evaluation Memorandum

Task 5.11 | CEQA Draft Initial Study with Mitigated Negative Declaration

The appropriate level of CEQA analysis for this project is an Initial Study with Mitigation Negative Declaration (IS/MND). CONSULTANT will incorporate the purpose and need, project description, and data from the technical studies into the draft environmental document. CONSULTANT will submit the draft IS/MND to the City for review and comment.

- **Deliverables:** Draft IS/MND

Task 5.12 | CEQA AB52 Native American Consultation

CONSULTANT will prepare initial project notification letters and maps for the City's use in their AB 52 Consultation Process. CONSULTANT will assist the City with any requested meetings, recommend any requested avoidance and minimization measures, and document all consultation efforts and conclusions within a consultation log for the City's files. The results of the AB 52 consultation will be detailed in the IS/MND.

- **Deliverables:** AB 52 Initial Project Notification Letters; AB 52 Consultation Log

Task 5.13 | CEQA IS/MND Public Circulation

Once the draft IS/MND has been approved by the City, CEQA guidelines require public circulation for a period of 30 days so that the public and applicable local and federal agencies with jurisdiction in and adjacent the project area can review and provide comment. Pursuant to CEQA requirements, CONSULTANT will prepare a Notice of Intent (NOI) to Adopt an MND which will be sent to residents and businesses in the project area and will also be published in the Merced Sun-Star or Merced County Times. CONSULTANT will file copies of the NOI and draft environmental document at the County Clerk and California State Clearinghouse. The City will be responsible for payment of the County Clerk filing fees. CONSULTANT will provide copies of the environmental document for public use at City Hall and the Merced County Public Library during the 30-day public circulation and review period. During the 30-day public review period, CONSULTANT will assist the City in holding a Public Meeting to solicit comments about the project. CONSULTANT will provide meeting materials and attend this hearing to answer any questions regarding the project, any potential environmental impacts, as well as the environmental schedule. All comments at this hearing will be recorded for inclusion in the final environmental document.

- **Deliverables:** NOI; Copies of Draft IS/MND; Public Meeting Materials

Task 5.14 | CEQA IS/MND Response to Comments

At the close of the public review period for the IS/MND, CONSULTANT will meet with City staff to review any comments on the IS/MND that were received, and to discuss potential responses to these comments. CONSULTANT will then formulate responses to the comments and submit them to the City for review and comment. The final version of the response to comments will be incorporated into the Final environmental document.

- **Deliverables:** Draft and Final Responses to Public Comments

Task 5.15 | CEQA Final IS/MND

CONSULTANT will prepare the final IS/MND, which will include all edits required as part of the response to comments and final mitigation/minimization/avoidance measures. CONSULTANT will also prepare the Mitigation Monitoring and Reporting Program (MMRP) as an attachment and for the CITYs use. CONSULTANT will assist the City with City Council staff reports required to approve the Final IS/MND and adopt the MMRP. Within five days of City Council approval and adoption, CONSULTANT will prepare and file a Notice of Determination, together with

the Final IS/MND at the County Clerk and the State Clearinghouse. The City will be responsible for payment of the County Clerk filing fees and the California Department of Fish and Wildlife fees. CONSULTANT will provide final electronic and hard copies of the County Clerk and State Clearinghouse stamped NOD and Final IS/MND for the City's files.

- **Deliverables:** NOD; MMRP, Final IS/MND

Task 5.16 | NEPA Categorical Exclusion

CONSULTANT will coordinate with Caltrans environmental staff to prepare the NEPA Categorical Exclusion (CE). The CE will summarize the findings in the technical studies and will include a review of both state and federal standards, potential measures for any impacts, and will ensure these measures reduce all impacts below a level of significance for NEPA. A memorandum for justification of the CE will also be sent to Caltrans along with the summary of findings and a draft Environmental Commitments Record. The NEPA process will be completed upon obtaining Caltrans signature on the CE and will occur concurrently with the CEQA IS/MND process. This task assumes FHWA funding will be utilized. If FHWA funding is not pursued, then this task will not be required.

- **Deliverables:** CE Memorandum; Signed CE; Environmental Commitments Record

TASK 6.0 | UTILITY COORDINATION

Task 6.1 | Utility Mapping

Based on Utility "A" letter responses from the utility companies provided by the City, CONSULTANT will incorporate the obtained maps and utility information to compile a utility base map.

- **Deliverables:** Utility Base Mapping

Task 6.2 | Utility Potholing

CONSULTANT will review the utility base map with the proposed improvements, field verify the information provided by the utility companies, and evaluate the extent of any potential utility conflicts. If necessary, CONSULTANT will arrange to perform up to 30 potholes to establish the horizontal and vertical location of critical underground utility lines.

- **Deliverables:** Potholing Report

Task 6.3 | Utility B Letters

CONSULTANT will prepare Utility 'B' packages, which will include 65% design plans and a City-approved letter notifying the utility companies of conflicts between existing utility facilities and the proposed work. The letter will also ask the utility companies to provide conflict maps, notify them of the need to relocate their facilities and request verification of prior rights.

Depending on the extent and significance of the relocations, CONSULTANT will schedule a meeting with the affected utility companies to develop a coordinated relocation plan. CONSULTANT will coordinate with the utilities to facilitate development of their relocations, discuss construction staging and work windows, and will review/verify submitted relocation plans to ensure that the conflicts are resolved.

- **Deliverables:** Utility B Letters

Task 6.4 | Liability Determination

CONSULTANT will work with the utility companies and the surveyor to determine existing easements or prior rights. CONSULTANT will prepare and send a request for liability claim letter to each utility company. The response from each utility company will be documented in a Claim Letter and will be used with the Reports of Investigation.

- **Deliverables:** Request for Liability Claim Letter

Task 6.5 | Reports of Investigation

Caltrans will require the preparation of a Report of Investigation (ROI) for all utilities in conflict with the project. The ROI's consists of the following components:

- Report of Investigation form
- Claim letter
- Utility relocation plans
- Project narrative
- Draft Notice to Owner

CONSULTANT will prepare each ROI in accordance with Chapter 13 of the Caltrans Right of Way Manual. The ROI packages will be submitted to Caltrans for review. CONSULTANT will address any review comments received and submit to Caltrans for final approval.

➢ **Deliverables:** Report of Investigation

Task 6.6 | Notice to Owner

CONSULTANT will send a copy of the Utility C Letter, Final Plans and the Notice to Owner letter to the utility companies at the 100% milestone. The letter will be the final notification to the utility companies that the project is going to construction and will request final verification that there are no conflicts with the project or, in the event that relocations were necessary, will request the utility owner to relocate their facilities.

➢ **Deliverables:** Utility C Letter and Plans, Notice to Owner

Task 6.7 | Additional Utility Coordination *[OPTIONAL]*

Should the utility companies provide prior rights information that contradicts the assumption they were in franchise, CONSULTANT will assist with the final determination of liability related to the relocation costs.

In the event there is a cost sharing agreement or the need for reimbursement between the City and any of the utility companies, a utility agreement will be drafted in accordance with Chapter 13 of the Caltrans Right of Way Manual. The agreement will be submitted to the City and utility company for review and approval.

➢ **Deliverables:** Liability Determination; Utility Agreements

TASK 7.0 | RAILROAD COORDINATION

Task 7.1 | Railroad Coordination and Exhibits

CONSULTANT will assist the City in coordinating with the Burlington Northern Santa Fe (BNSF) Railway on issues related to the project impacts at the at-grade crossing and with the Union Pacific Railroad (UPRR) for any project impacts related to their spur right of way paralleling Hwy 59. It is anticipated that the following agreements will be required from the BNSF and UPRR for the project:

- Agreement for plan reviews and approvals
- Easement for proposed at-grade crossing improvements
- Temporary construction licenses for project construction
- A Construction and Maintenance Agreement for project construction and ongoing grade crossing maintenance
- Rights of entry for field visits, utility potholing, surveying, and other design activities
- Public Utilities Commission (PUC) GO 88 Application

CONSULTANT will develop the necessary exhibits and attachments to obtain approval from the BNSF and UPRR for all the above agreements.

CONSULTANT will provide the 65% plans for the proposed project including plans and site pictures for BNSF and UPRR review and feedback. The plans for BNSF will include the proposed at-grade crossing improvements with project location and site pictures in all directions including, but not limited to North, East, South and West. The plans for UPRR will include the proposed project with potential right of way impacts with project location and site pictures in all directions including, but not limited to North, East, South and West. Additionally, CONSULTANT will prepare exhibits for project meetings and coordination. The exhibits are intended to show design information on an easy to read and discuss format for use in meetings. This task also includes the cost of up to five (5) days of BNSF and UPRR flagging services to allow survey and potholing work in the two-railroad right of ways.

- **Deliverables:** Project Exhibits

TASK 8.0 | RIGHT OF WAY ENGINEERING

Task 8.1 | Caltrans Encroachment Permit

To perform the necessary field work for the project (i.e. environmental studies, surveying, geotechnical sampling, etc.), CONSULTANT will prepare and submit encroachment permit applications to Caltrans to obtain permission to work in the State right of way.

- **Deliverables:** Caltrans Encroachment Permit

Task 8.2 | Permit to Enters

CONSULTANT will obtain Permit to Enters from each of the private properties to perform necessary field investigations, including topographic survey, environmental studies, and geotechnical investigations. CONSULTANT will prepare exhibits and a letter showing the property owner the area where access is necessary and identify the type of activities that will take place on their property. As necessary, CONSULTANT will meet with the property owners to discuss the field investigations to assist in obtaining access.

- **Deliverables:** Permit to Enters

Task 8.3 | Right of Way Requirement Maps

CONSULTANT will prepare Right of Way Requirements Maps based on the right of way requirements for the project. The Right of Way Requirements Maps will define all existing right of way and easements as well as property acquisitions and easement areas required for the project. CONSULTANT will submit the Requirement Maps to Caltrans for review and approval.

- **Deliverables:** Right of Way Requirement Maps

Task 8.4 | Plat and Legal Descriptions

CONSULTANT will prepare plats and legal descriptions as required for the project. This will include right of way acquisition and easement documents. The exact number will be determined upon design and project needs. Upon initial assessment, CONSULTANT has determined eighteen (18) properties will require right of way acquisition. Additionally, per Chapter 13 of the Caltrans Local Assistance Procedures Manual (LAPM), a Permit to Enter and Construct (PTEC) is allowed for access/use of a grantor's property accommodate construction/work activity when all of the following conditions exist: 1) the subject property is located within the project area; however; the work identified is not within the construction project scope, 2) Access to subject property is not required in order to construct the project, 3) The access is to the grantor's benefit and not the benefit of the project, 4) Construction of the project can be completed without the need to condemn for subject access. Therefore, CONSULANT has assumed the necessity of Temporary Construction Easements (TCE) for properties where construction is required due to the project. CONSULTANT will prepare plats and legal descriptions for temporary construction easements for twenty-one (21) parcels. Thirty-nine (39) plats and legal descriptions will be assumed for this project. All documents will be prepared according to CITY standards and requirements. CONSULTANT will use AutoCAD linework and property owner exhibits from design team for the preparation of all plats and legal descriptions. CONSULTANT will prepare preliminary plats and legal descriptions for design and agency review. CONSULTANT will address all comments and prepare final signed and stamped plats and legal descriptions for

recordation. CONSULTANT will field locate right of way, as necessary, to assist in property owner right of way negotiations.

- **Deliverables:** Plats and Legal Descriptions

Task 8.5 | Right of Way Certification

CONSULTANT will certify that the project Right of Way has been acquired in conformance with State and Federal acquisition requirements. Right of Way certification will be documented using appropriate forms in the Project Development Procedures Manual and Caltrans Right of Way Manual.

- **Deliverables:** Right of Way Certification Documentation

Task 8.6 | Right of Way Staking *[OPTIONAL]*

CONSULTANT will set preliminary right-of-way stakes for right-of-way and easement negotiations with Property Owners for a total of eighteen (18) proposed permanent right-of-way dedications and twenty-one (21) proposed temporary construction easements. Stakes will be set on 100-foot intervals along tangents, 50-foot intervals along curves, and include stakes at points of curvature and angle points. Stakes will be marked and flagged for Property Owners review.

- **Deliverables:** Right of Way Stakes

TASK 9.0 | PROJECT REPORT

Task 9.1 | Geometric Concept Drawing (GCD)

CONSULTANT will utilize the preliminary geometric layouts developed, and as-built information and records to identify all non-standard features of the existing facility and proposed project improvements. As-built information and records will be obtained from Caltrans as part of this task. CONSULTANT will prepare a Draft GCD at 1" = 100' scale for up to two (2) build alternatives utilizing existing available right of way information and topographic mapping. The GCD will include layouts, profiles, super-elevations, typical sections and traffic volume turning diagrams.

CONSULTANT will prepare a comparison of the environmental, right-of-way, and construction costs for the purpose of reviewing with Caltrans. CONSULTANT will meet with Caltrans District 10 Design to present and discuss the existing and proposed non-standard features so that consensus can be achieved in advance of preparing Design Standard Decision Documents.

- **Deliverables:** Geometric Concept Drawing

Task 9.2 | Design Standard Decision Documents

CONSULTANT will evaluate the build alternative for all non-standard features that are identified in the Caltrans Design Information Bulletin (DIB) 78. The DIB 78 will be used in conjunction with the Caltrans Highway Design Manual and compared to boldface and underlined standards. CONSULTANT will prepare Design Standard Decision Documents (DSDD) for any non-standard feature. The DSDD will be prepared in accordance with Chapter 21 of the Project Development Procedures Manual, "Design Standard Decisions." The DSDD will be submitted to the City and Caltrans for review, and the comments will be incorporated into the final DSDD.

- **Deliverables:** Draft and Final Design Standard Decision Document

Task 9.3 | Location Map, Layouts, Profiles, and Typical Sections

CONSULTANT will prepare the necessary attachments for the Project Report, including a Location Map, Layouts, Profiles, and Typical sections. CONSULTANT will utilize the GCD developed to prepare 11" x 17" plan sheets of project layout, profiles, and typical sections.

- **Deliverables:** Location Map, Layouts, Profiles, Typical Sections

Task 9.4 | Storm Water Data Report

Compliance with Caltrans Statewide National Pollutant Discharge Elimination System (NPDES) Permit (Order 2012-0011-DWQ) will be documented in the Storm Water Data Report (SWDR). The SWDR will be prepared during the PA&ED phase to ensure that the programmed project includes sufficient right-of-way and budget for the required storm water controls.

While it is anticipated that the SWDR prepared by Caltrans as part of previous PA&ED efforts will provide useful information, SWDR requirements have changed significantly since the original version was prepared. As a result, CONSULTANT will develop a long-form PA&ED-level SWDR in accordance with the latest Caltrans Project Planning and Design Guide. The document will include:

- A description of the project and the major engineering features.
- A preliminary estimate of the Total Disturbed Soil Area (DSA), New Impervious Surface (NIS) Area, and Post Construction Treatment (PCT) Area.
- A determination of Risk Level and requirement for Treatment BMPs.
- A discussion of the stormwater quality issues specific to this project.
- A description of the probable design pollution prevention BMPs.
- A description of the probable permanent treatment BMPs, if required.
- A description of the probable maintenance and construction site BMPs.
- SWDR Summary Spreadsheets
- Maps and exhibits

CONSULTANT will work with the Caltrans District Storm Water Coordinator to circulate the draft document through the Maintenance, Landscape, and Storm Water units during review of the draft PR. One round of comments will be addressed, and the final document will be submitted for approval. This scope assumes that Rapid Stream Assessment is not applicable to this project, since the PID document was approved prior to the 2013 permit.

➢ **Deliverables:** Draft and Final Storm Water Data Report (PA&ED Level)

Task 9.5 | Traffic Management Plan Checklist

CONSULTANT will develop a conceptual plan for traffic handling to ensure that traffic operations are not adversely impacted at the project site including any California Highway Patrol (CHP) enforcement areas, and other systems related equipment. CONSULTANT will develop the Transportation Management Plan (TMP) Checklists to reflect the approved design elements and construction activities. The TMP Checklists will discuss the project's staging activities, traffic handling concepts and other impacts to the public. CONSULTANT will submit the TMP Checklists to Caltrans for approval. CONSULTANT will coordinate comments and input from Caltrans and the City to ensure the TMP covers the combined traffic impacts and plans to mitigate those impacts.

➢ **Deliverables:** TMP Checklist

Task 9.6 | Cost Estimates

CONSULTANT will prepare the Caltrans standard '11-page' format cost estimate for improvements within Caltrans right of way for up to two (2) build alternatives. CONSULTANT will include information on pavement structural section, drainage, retaining walls, erosion control and water pollution control BMPs, traffic signals, ramp metering, signage, traffic management plan, structures, and right of way costs in the estimate.

➢ **Deliverables:** Caltrans 11 Page Cost Estimate

Task 9.7 | Risk Register

CONSULTANT will prepare a risk register for the project in Caltrans Level 2 format. The risk register will identify the project risk, risk rating and mitigation. The risk register will be presented to the City and Caltrans for comment. Once all comments are satisfactorily resolved the risk register will be finalized.

- **Deliverables:** Draft and Final Risk Register

Task 9.8 | Right of Way Data Sheets/Utility Information Sheets

CONSULTANT will prepare the Right of Way Data Sheets for up to two (2) build alternatives for inclusion in the Draft and Final Project Report. CONSULTANT will prepare the Right of Way Utility Estimate Worksheet and Utility Information Sheets to support the Right of Way Data Sheets.

- **Deliverables:** Right of Way Data Sheet, Utility Information Sheet

Task 9.9 | Stage Construction Concept

CONSULTANT will complete a stage construction plan for up to two (2) build alternatives. The stage construction concept will assist in determining constructability, staging sequencing, potential detours, construction schedule duration, project footprint, and costs associated with the project staging.

- **Deliverables:** Stage Construction Concept

Task 9.10 | Advanced Planning Study

CONSULTANT will prepare Advance Planning Studies (APS) for up to three structure types per alignment, which encompasses bridges and box culverts. The plans will adhere to current Caltrans detailing and formatting requirements as specified in Section 3-2 "Advance Planning Studies" of Caltrans OSFP Information and Procedures Guide as well as in Caltrans Memo to Designers 1-8 "Advance Planning Studies".

In general, the APS consists of a single plan sheet, an itemized structure cost estimate and completion of the "Consultant Prepared Structures Advance Planning Study Checklist" for each alternative alignment for each required bridge, culvert or retaining wall. The APS plan sheet (typically 11" x 17") includes a plan view, elevation view and typical section of the structure with sufficient detail to determine structure limits, feasible structure type, structure depth, foundation locations and costs. The APS will include assessment of Accelerated Bridge Construction (ABC) implementation. The itemized structure cost estimate will be based on approximate quantity estimates using tables from Caltrans Bridge Design Aids manual.

- **Deliverables:** Advanced Planning Study

Task 9.11 | Draft Project Report

CONSULTANT will prepare the Draft Project Report for the project in accordance with Caltrans "Preparation Guidelines for Project Report." The document will discuss the proposed project, purpose and need, and provide an overview of impacts including environmental impacts and potential right of way impacts.

This task includes the preparation of a draft and final report for the DPR with a recommendation for circulation of the Environmental Document. The draft will be submitted to Caltrans and the City for review and comment. CONSULTANT will address the comments and produce the final report. Additional reviews and comments by Caltrans, the City, or other agencies are not included in this scope.

CONSULTANT will meet with Caltrans and City for comments resolution and make updates to the DPR submit for approval and circulation with the Draft Environmental Document.

- **Deliverables:** Draft Project Report

Task 9.12 | Project Report

After circulation of the DPR, CONSULTANT will prepare a draft and final Project Report with the recommendation of approval of the project. The draft will be submitted to Caltrans and the City for review and comment. CONSULTANT will address the comments and produce the final Project Report. Additional reviews and comments by Caltrans, the City, or other agencies are not included in this scope.

CONSULTANT will meet with Caltrans and City for comments resolution and make updates to the Project Report and submit for approval.

- **Deliverables:** Project Report

TASK 10.0 | FINAL ENGINEERING STUDIES

Task 10.1 | Drainage Report

The Preliminary Drainage Report developed during the PA&ED phase will be updated to include the more detailed hydraulic analysis developed in the final design phase. This report will document the drainage analysis based on Caltrans criteria and will provide a detailed discussion of the existing conditions, post-project drainage patterns and conditions, results of the on- and off-site hydraulic analyses and any issues of special concern or significance. A draft version of the report will be submitted to the City and Caltrans for one round of comments at the 65% milestone and will be finalized upon completion of the 100% PS&E.

- **Deliverables:** Draft and Final Drainage Report

Task 10.2 | Storm Water Data Report

The PA&ED level Storm Water Data Report will be updated during the PS&E phase to reflect the final proposed project improvements. Any new information, changes, and/or refinements to the project design will be addressed as part of the following tasks:

- Updating the project description and significant features.
- Finalizing calculations related to the project DSA, NIS and PCT areas.
- Confirming the feasibility of selected design pollution prevention, treatment, maintenance, and construction BMPs and ensuring that they are reflected in the project plans, specifications, estimates, and right of way acquisition documents.
- Finalizing BMP sizing and cost estimates.
- Updating the SWDR Summary Spreadsheets and completing the SW, DPP, T, and CS checklists.
- Completing the RUSLE2 Summary Sheet.
- Completing the SWDR Attachment for SMARTS Input.
- Preparing supporting calculations and BMP deployment plans.

CONSULTANT will submit the draft document for review by Caltrans Maintenance, Landscape, and Storm Water units. One round of comments will be addressed, and the final document will be submitted for approval.

- **Deliverables:** Draft and Final Storm Water Data Report (PS&E Level)

Task 10.3 | Transportation Management Plan

CONSULTANT will prepare and submit to Caltrans a Transportation Management Plan (TMP) checklist request for preparation of the TMP. Based on the TMP request, Caltrans will then provide Lane Closure Charts and Standard Special Provisions for temporary traffic control during construction for inclusion in the final contract documents.

- **Deliverables:** Transportation Management Plan Request (PS&E Level), Lane Closure Charts

TASK 11.0 | FINAL DESIGN

Task 11.1 | Type Selection Report

Dokken Engineering will revise and update the Advanced Planning Studies for the recommended bridge type. The Bridge General Plan will show the plan, profile and typical section views. Denoted on these views will be the

construction staging sequence, utility locations on the bridge, column sizes, foundation types, barrier types, lighting, aesthetic treatments, slope protections and lane/shoulder widths.

Dokken Engineering will prepare a Type Selection Report for the City and Caltrans approval, documenting the recommended bridge type. The Type Selection Report will follow Caltrans procedures outlined in Memo to Designers 1-29, "Structure Type Selection", and OSFP Information and Procedures Guide, Section 4-2 "Structure Type Selection. The Report will include discussions of the following: bridge types considered, site geometric and hydraulic constraints, site geotechnical data, costs of considered alternatives, environmental impacts, community concerns, construction duration, accelerated bridge construction potential, staging considerations and maintenance requirements.

Specific bridge aesthetic treatment ideas that will be discussed include abutment and barrier formliners and lighting.

A meeting to confirm the selected bridge type and functional/aesthetic features will be scheduled at Caltrans Structures prior to the start of detailed design. Meeting minutes will be developed and the Final Bridge Type Selection Report will be submitted to Caltrans.

- **Deliverables:** Type Selection Report and Type Selection Meeting at Caltrans Structures (Sacramento)

Task 11.2 | 65% Roadway Plans, Specifications and Estimate

Based on the Geometric Concept Drawings, CONSULTANT will prepare 65% plans. The title sheet will include an index of sheets, approval signatures, the project description, location map, begin/end work, begin/end construction, and limits of work.

The typical section sheets will include original ground, traveled way, shoulders, cut/fill slopes, drainage, right of way, and existing/recommended structural sections. Project Control sheet will include control for design and construction data.

The plans will include the preliminary geometric data required to construct the project. Horizontal callouts will include a centerline station line, bearings/distances of tangents, horizontal curve data, conform stations, angle points, roadway dimensions and the identification of any physical features such as edge of pavement, AC dike, fences, barriers, etc. The plan view will include all right of way and easements, both permanent and temporary. The profile will include original ground and profile grade information. Super elevation diagram sheets will also be prepared.

The plans will include construction details for detailed conform tie-ins, grades of curb and gutters, and other details not included in the Standard Plans.

Drainage design will be shown on the drainage plans and will include existing drainage features, inlet/manhole locations with station and offset, pipe layouts and sizes, ditch alignments, infiltration basins, rock slope protection, and end treatments where appropriate. Drainage details will be identified on the detail sheets for details not covered in the Standard Plans.

Staging and traffic handling plans will include location of construction staging by each stage and temporary traffic handling devices used for traffic control. Traffic handling plans will conform to the provisions in the latest edition of the California Manual of Uniform Traffic Control Devices (MUTCD).

Pavement Delineation and signing plans will be part of this submittal to identify striping configuration and overall signage location. Pavement delineation and signage will conform to the latest edition of the California MUTCD.

Erosion control sheets and temporary water pollution control plans will be prepared to stabilize and restore disturbed areas. Design of these facilities shall include current Best Management Practices and will conform to the City, Caltrans and Regional Water Quality Control Board.

CONSULTANT will prepare electrical plans to modify existing signal and illumination systems, as necessary. CONSULANT will coordinate with BNSF engineers regarding electrical design and communication with the railroad preemptive system.

The list of sheets will include, as necessary:

- Title Sheet
- Typical Sections
- Demolition Plans
- Layouts
- Profiles/Superelevation Diagrams
- Construction Details
- Drainage Plans, Profiles and Details,
- Utility Plans
- Water Pollution Control Plans
- Stage Construction Plans
- Traffic Handling Plans
- Detour Plans
- Pavement Delineation Plans
- Signing Plans
- Erosion Control Plans
- Electrical Plans

CONSULTANT will prepare and engineer's estimate of construction costs will be based on preliminary quantity takeoffs and current unit prices. A reasonable upward adjustment will be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments.

CONSULTANT will prepare draft special provisions to supplement the Standard Specifications. The specifications will be based on the current Standard Specification version.

- **Deliverables:** 65% Roadway Plans (3 copies 24"x36" and pdf), Estimate (pdf and Excel spreadsheet), and Special Provisions (pdf and Word)

Task 11.2.a | 65% Landscape Plans *[OPTIONAL]*

CONSULTANT will prepare planting and irrigation concept plans and any necessary construction details.

CONSULTANT will prepare and engineer's estimate of construction costs will be based on preliminary quantity takeoffs and current unit prices. A reasonable upward adjustment will be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments.

CONSULTANT will prepare draft special provisions to supplement the Standard Specifications. The specifications will be based on the current Standard Specification version.

- **Deliverables:** 65% Landscape Plans (3 copies 24"x36" and pdf), Estimate (pdf and Excel spreadsheet), and Special Provisions (pdf and Word)

Task 11.2.b | 65% Soundwall Plans *[OPTIONAL]*

CONSULTANT will prepare soundwall plans, if necessary, as a mitigation measure due to noise impacts. The soundwall plans will include aesthetic features, determined in coordination with the City.

CONSULTANT will prepare and engineer's estimate of construction costs will be based on preliminary quantity takeoffs and current unit prices. A reasonable upward adjustment will be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments.

CONSULTANT will prepare draft special provisions to supplement the Standard Specifications. The specifications will be based on the current Standard Specification version.

- **Deliverables:** 65% Soundwall Plans (3 copies 24"x36" and pdf), Estimate (pdf and Excel spreadsheet), and Special Provisions (pdf and Word)

Task 11.3 | 65% Bridge Plans, Specifications and Estimate

Following the approval of the General Plans, structure plans and structural design calculations will be prepared by CONSULTANT. CONSULTANT will perform the structures design work in accordance with Caltrans Bridge Design Specifications - 2017 (Eight Edition) LRFD, Bridge Design Details Manual, Bridge Design Aids, Bridge Memos to Designers, and Caltrans Seismic Design Criteria (SDC). All plans and calculations shall conform to Caltrans' requirements. In close coordination with the City and Caltrans, CONSULTANT will assemble the calculations, plans, bid item list, and edited technical special provisions into the 65% submittal.

One bridge structure is assumed, a three-span, cast-in-place, reinforce concrete flat slab. No retaining walls are anticipated.

CONSULTANT will prepare detailed quantity calculations from the 65% plans. Unit prices will be estimated from Caltrans cost data, other CONSULTANT projects recently advertised and other recent regional project bid results.

- **Deliverables:** 65% Bridge Plans (3 copies 24"x36" and pdf), Estimate (pdf and Excel spreadsheet), Special Provisions (pdf and Word) and Estimate (pdf)

Task 11.4 | Stormwater Pollution Prevention Plan

Because the total disturbed area (including staging) is anticipated to exceed 1 acre, a National Pollutant Discharge Elimination System (NPDES) General Construction Activity Storm Water Permit will be required. To obtain coverage under this permit, Dokken Engineering's Qualified Stormwater Developer (QSD) will prepare and enter the information associated with the Notice of Intent (NOI) into the Regional Water Quality Control Board's SMARTS database. In addition, the QSD will prepare and upload the Storm Water Pollution Prevention Plan (SWPPP) to the SMARTS system.

Preparation of the NOI will include calculating the total disturbed and percent impervious area of the project site and evaluating the risk level classification of the project. It is assumed that all permit fees will be paid directly by the City.

Preparation of the SWPPP will involve the following tasks:

- Developing a detailed project information exhibit;
- Identifying the sources that could add pollutants to storm water discharges or could result in non-storm water discharges;
- Selecting risk level appropriate Best Management Practices (BMPs) that will control each of the identified pollutants;
- Preparing Water Pollution Control Drawings;
- Identifying the required construction site monitoring efforts and, dependent on risk level, preparing a monitoring and sampling exhibit;
- Integrating appropriate post-construction storm water BMPs;
- Developing a maintenance, inspection and repair program.

A draft SWPPP will be provided to the City for review and comment at the 95% PS&E milestone. Upon receipt of City's comments, CONSULTANT will make the necessary modifications to the SWPPP and prepare a final SWPPP for use in obtaining the NPDES permit. CONSULTANT will provide QSD services through the issuance of the Waste Discharge Identification Number.

- **Deliverables:** Stormwater Pollution Prevention Plan

Task 11.5 | 95% Roadway Plans, Specifications and Estimate

CONSULTANT will prepare 95% plans and estimates based on the 65% plans and review comments. CONSULTANT will prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

All additional design and detail sheets will be included for a full project design. The list of sheets will include, as necessary:

- Title Sheet
- Typical Sections
- Demolition Plans
- Layouts
- Profiles/Superelevation Diagrams
- Construction Details
- Drainage Plans, Profiles and Details,
- Utility Plans
- Water Pollution Control Plans
- Stage Construction Plans
- Traffic Handling Plans
- Detour Plans

- Pavement Delineation Plans
- Signing Plans
- Erosion Control Plans
- Electrical Plans

CONSULTANT will prepare an engineer's estimate of construction costs, based on detailed quantity takeoffs and current unit prices. A reasonable upward adjustment shall be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments. The final estimate format shall be the standard Caltrans estimating system. Quantities for all contract items, including cost of lump sum items, shall be substantiated by calculations. Quantity calculations shall be neat and orderly and shall show all sketches, diagrams and dimensions necessary to allow them to be independently used by field engineers. All quantity calculations shall be independently checked and substantiated with independent calculations.

CONSULTANT will prepare draft special provisions to supplement the Standard Specifications. The specifications will be based on the current Standard Specification version. The special provisions will include all environmental mitigation and permitting measures required for the project.

➢ **Deliverables:** 95% Roadway Plans (3 copies 24"x36" and pdf), Estimate (pdf and Excel spreadsheet), Special Provisions (pdf and Word) and Response to Comments Matrix

Task 11.5.a | 95% Landscape Plans *[OPTIONAL]*

CONSULTANT will prepare 95% planting and irrigation plans and estimates based on the 65% plans and review comments. CONSULTANT will prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

➢ **Deliverables:** 95% Landscape Plans (3 copies 24"x36" and pdf), Estimate (pdf and Excel spreadsheet), Special Provisions (pdf and Word) and Response to Comments Matrix

Task 11.5.b | 95% Soundwall Plans *[OPTIONAL]*

CONSULTANT will prepare 95% soundwall plans and estimates based on the 65% plans and review comments. CONSULTANT will prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

➢ **Deliverables:** 95% Soundwall Plans (3 copies 24"x36" and pdf), Estimate (pdf and Excel spreadsheet), Special Provisions (pdf and Word) and Response to Comments Matrix

Task 11.6 | 95% Bridge Plans, Specifications and Estimate

CONSULTANT will conduct the independent bridge design checks for the bridges and walls. The independent check will be performed by a California registered engineer, completely independent from the structure design engineer. The independent check will begin as soon as the 65% plans are completed for the structures. Checking will include the preparation of an independent set of structural design check-calculations and review of the PS&E. A full set of stamped independent structural check calculations will be prepared. The checker will address any comments received from Caltrans on the review of check calculations and make resubmittals of the calculations as necessary to obtain Caltrans approval of the check.

CONSULTANT will revise the 65% submittal from the comments received by the Independent Design Checker and the reviewers of the 65% submittal and prepare the 95% PS&E. The 95% PS&E will be submitted to the City and Caltrans for review and comment.

CONSULTANT will prepare two independently prepared sets of quantity takeoff calculations for each structure. After differences in the two sets of quantities are resolved, an engineer's estimate of construction costs will be based on 95% plan quantity takeoffs and current unit prices.

CONSULTANT will prepare draft special provisions to supplement the Standard Specifications. The specifications will be based on the current Caltrans Standard Specification version.

- **Deliverables:** 95% Bridge Plans (3 copies 24"x36" and pdf), Estimate (pdf and Excel spreadsheet), Special Provisions (pdf and Word) and Response to Comments Matrix

Task 11.7 | 100% Plans, Specifications and Estimate

CONSULTANT will prepare 100% plans, specifications and estimate based on the 95% submittal and review comments. CONSULTANT will prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

CONSULTANT will prepare cross sections for the project at 50-foot intervals. Additional cross sections will be prepared at specific unique locations along the project, as needed. The cross sections will show existing and proposed grades, structural section, roadway improvements, cut/fill limits, and conform limits.

All digital CAD files in appropriate City format will also be provided to the City.

- **Deliverables:** 100% Plans (5 copies 24"x36", pdf and CAD), Estimate (pdf and Excel spreadsheet), Special Provisions (pdf and Word) and Response to Comments Matrix, Cross Sections

Task 11.7.a | 100% Landscape Plans *[OPTIONAL]*

CONSULTANT will prepare 100% planting and irrigation plans, specifications and estimate based on the 95% submittal and review comments. CONSULTANT will prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

- **Deliverables:** 100% Landscape Plans (5 copies 24"x36", pdf and CAD), Estimate (pdf and Excel spreadsheet), Special Provisions (pdf and Word) and Response to Comments Matrix, Cross Sections

Task 11.7.b | 100% Soundwall Plans *[OPTIONAL]*

CONSULTANT will prepare 100% soundwall plans, specifications and estimate based on the 95% submittal and review comments. CONSULTANT will prepare a response to comments matrix with each comment received and response regarding how the comment was addressed/incorporated.

- **Deliverables:** 100% Soundwall Plans (5 copies 24"x36", pdf and CAD), Estimate (pdf and Excel spreadsheet), Special Provisions (pdf and Word) and Response to Comments Matrix, Cross Sections

Task 11.8 | Final Contract Documents

CONSULTANT will prepare Final Contract Documents ready for advertisement. The Final Contract Documents will incorporate comments received on the 100% PS&E.

- **Deliverables:** Final Contract Documents

TASK 12 | ENVIRONMENTAL PERMITTING

Task 12.1 | U.S. Army Corps of Engineers Nationwide Permit

Project impacts to US waters are anticipated to be less than one-half acre, which qualifies the project for U.S. Army Corps of Engineering (USACE) Nationwide Permit 14. Should project impacts be exceed the one-half acre threshold, the project would still qualify for a Nationwide Permit 23, which is utilized for FHWA/Caltrans categorically exempted projects. CONSULTANT will prepare and submit a Nationwide Permit application with all required supporting documentation and will coordinate with USACE and City staff to obtain the signed permit. The City will be responsible for all mitigation fees.

- **Deliverables:** USACE Nationwide Permit Application and Final Permit

Task 12.2 | Central Valley Regional Water Quality Control Board Water Quality Certification

As the Project impacts waters regulated by the Central Valley Regional Water Quality Control Board (CVRWQCB), CONSULTANT will prepare and submit a Water Quality Certification Application with all required supporting documentation and will coordinate with CVRWQCB and City staff to obtain the certification. The City will be responsible for all permitting fees and mitigation fees.

- **Deliverables:** CVRWQCB Water Quality Certification Application and Final Certification

Task 12.3 | California Department of Fish and Wildlife Streambed Alteration Agreement

As the Project will impact waters and riparian habitat governed by the California Department of Fish and Wildlife (CDFW), CONSULTANT will prepare and submit a Streambed Alteration Agreement Application with all required supporting documentation and will coordinate with CDFW and City staff to obtain the final Streambed Alteration Agreement. The City will be responsible for all permitting fees and mitigation fees.

- **Deliverables:** Streambed Alteration Agreement Application and Final Agreement

Task 12.4 | Central Valley Flood Protection Board Encroachment Permit

As Black Rascal Creek is waterway regulated by the Central Valley Flood Protection Board (CVFPB), CONSULTANT will prepare and submit an Encroachment Permit Application with all required supporting documentation. Early consultation with the CVFPB is especially important because this agency completes a great deal of engineering design review and is often critical of projects that revegetate within the floodway. CONSULTANT's environmental and engineering teams will work closely together to complete this encroachment permit application to minimize the reviewing time required by the CVFPB. The City will be responsible for all permitting fees.

- **Deliverables:** CVFPB Encroachment Permit

TASK 13.0 | BIDDING SUPPORT

Task 13.1 | Bidding Support

CONSULTANT will provide assistance, as required, to the City during bidding of the project. This work may include answering questions from prospective bidders, attending a pre-bid meeting, preparation of addenda to the PS&E during advertisement period, and providing consultation and interpretation of the construction documents. CONSULTANT will perform a bid tabulation, analysis and review of the received bids.

- **Deliverables:** Bidding Addenda, Response to Bidder Questions, Bid Tabulation and Analysis
-

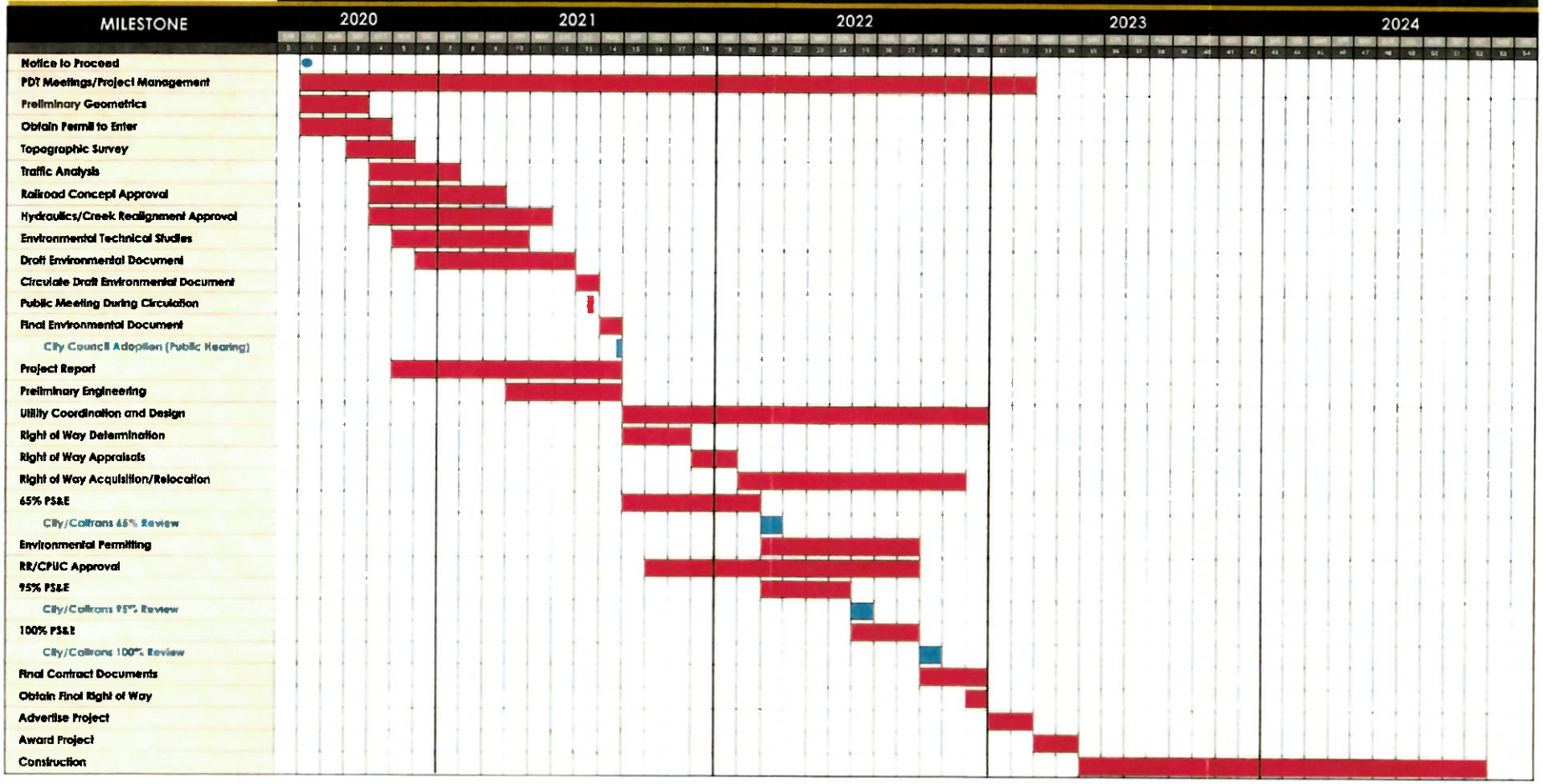
EXHIBIT B

MERCED

PA&ED and PS&E

COMBINED PROJECT SCHEDULE

HIGHWAY 59 PHASE 1 WIDENING and HIGHWAY 59 BRIDGE WIDENING over BLACK RASCAL CREEK



DOKKEN ENGINEERING

HIGHWAY 59 PHASE 1 WIDENING AND BRIDGE WIDENING OVER BLACK RASCAL CREEK

	Dokken Engineering	Kleinfelder	O'Dell Engineering	Fehr & Peers	NorthStar	Grand Total
TASK 1 - PROJECT MANAGEMENT	**$ 173,380.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 173,380.00**
1.1 General Administration and Coordination	$ 35,400.00	$ -	$ -	$ -	$ -	$ 35,400.00
1.2 Project Meetings	$ 48,900.00	$ -	$ -	$ -	$ -	$ 48,900.00
1.3 Monthly Invoice and Progress Reports	$ 16,500.00	$ -	$ -	$ -	$ -	$ 16,500.00
1.4 Project Schedule	$ 10,500.00	$ -	$ -	$ -	$ -	$ 10,500.00
1.5 Quality Control	$ 15,000.00	$ -	$ -	$ -	$ -	$ 15,000.00
1.6 Public Meetings	$ 21,920.00	$ -	$ -	$ -	$ -	$ 21,920.00
1.7 City Council Meetings	$ 13,760.00	$ -	$ -	$ -	$ -	$ 13,760.00
1.8 Funding Assistance	$ 11,400.00	$ -	$ -	$ -	$ -	$ 11,400.00
TASK 2 - SURVEYING AND RIGHT OF WAY MAPPIING	**$ 8,790.00**	**$ -**	**$ -**	**$ -**	**$ 80,080.00**	**$ 88,870.00**
2.1 Record Research	$ 1,180.00	$ -	$ -	$ -	$ 1,480.00	$ 2,660.00
2.2 Record Calculations	$ 1,180.00	$ -	$ -	$ -	$ 6,940.00	$ 8,120.00
2.3 Preliminary Title Reports	$ 840.00	$ -	$ -	$ -	$ 23,065.00	$ 23,905.00
2.4 Right of Way and Control Field Survey	$ 1,180.00	$ -	$ -	$ -	$ 11,670.00	$ 12,850.00
2.5 Topographic Survey	$ 2,840.00	$ -	$ -	$ -	$ 26,240.00	$ 29,080.00
2.6 Color Orthorectified Aerial Photo	$ 390.00	$ -	$ -	$ -	$ 1,380.00	$ 1,770.00
2.7 Record of Survey	$ 1,180.00	$ -	$ -	$ -	$ 9,305.00	$ 10,485.00
TASK 3 - GEOTECHNICAL STUDIES	**$ 15,420.00**	**$ 307,486.76**	**$ -**	**$ -**	**$ -**	**$ 322,906.76**
3.1 Geotechnical Design and Materials Report	$ 4,300.00	$ 117,247.89	$ -	$ -	$ -	$ 121,547.89
3.2 Bridge Foundation Reports	$ 5,060.00	$ 109,963.31	$ -	$ -	$ -	$ 115,023.31
3.3 Initial Site Assessment	$ 2,020.00	$ 16,726.68	$ -	$ -	$ -	$ 18,746.68
3.4 Aerially Deposited Lead Survey	$ 2,020.00	$ 62,428.28	$ -	$ -	$ -	$ 64,448.28
3.5 Lead Based Paint and Asbestos Containing Materials Surveys	$ 2,020.00	$ 1,120.60	$ -	$ -	$ -	$ 3,140.60
3.6 Soundwall Addition	$ -	$ 24,088.00	$ -	$ -	$ -	$ 24,088.00
3.6 Environmental Sampling Along Railroads [OPTIONAL]	$ -	$ -	$ -	$ -	$ -	$ -
3.7 Falling Weight Deflectometer Testing [OPTIONAL]	$ 3,360.00	$ 27,892.00	$ -	$ -	$ -	$ 31,252.00
TASK 4 - PRELIMINARY ENGINEERING STUDIES	**$ 156,700.00**	**$ -**	**$ -**	**$ 143,511.25**	**$ -**	**$ 300,211.25**
4.1 Existing Data Collection and Field Review	$ 2,840.00	$ -	$ -	$ -	$ -	$ 2,840.00
4.2 Preliminary Geometrics	$ 15,800.00	$ -	$ -	$ -	$ -	$ 15,800.00
4.3 Preliminary Cost Estimates	$ 11,240.00	$ -	$ -	$ -	$ -	$ 11,240.00
4.4 Traffic Operations Analysis Report	$ 3,540.00	$ -	$ -	$ 143,511.25	$ -	$ 147,051.25
4.5 Preliminary Drainage Report	$ 35,380.00	$ -	$ -	$ -	$ -	$ 35,380.00
4.6 Location Hydraulic Study	$ 23,960.00	$ -	$ -	$ -	$ -	$ 23,960.00
4.7 Life Cycle Cost Analysis	$ 11,000.00	$ -	$ -	$ -	$ -	$ 11,000.00
4.8 Bridge Design Hydraulic Study	$ 27,260.00	$ -	$ -	$ -	$ -	$ 27,260.00
4.9 Noise Abatement Decision Report	$ 6,080.00	$ -	$ -	$ -	$ -	$ 6,080.00
4.10 Design Support for Environmental	$ 19,600.00	$ -	$ -	$ -	$ -	$ 19,600.00
4.11 Letter of Map Revision [OPTIONAL]	$ 55,860.00	$ -	$ -	$ -	$ -	$ 55,860.00
~~4.12 Value Analysis [OPTIONAL]~~	$ -	$ -	$ -	$ -	$ -	$ -
4.12 Traffic Analysis Year Design Exception [OPTIONAL]	$ 5,080.00	$ -	$ -	$ 36,400.00	$ -	$ 41,480.00
TASK 5 - ENVIRONMENTAL DOCUMENT	**$ 183,500.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 183,500.00**
5.1 Air Quality Report	$ 8,000.00	$ -	$ -	$ -	$ -	$ 8,000.00
5.2 Air Quality Conformity Analysis	$ 3,600.00	$ -	$ -	$ -	$ -	$ 3,600.00
5.3 Community Impact Assessment	$ 8,000.00	$ -	$ -	$ -	$ -	$ 8,000.00
5.4 Visual Impact Assessment	$ 6,700.00	$ -	$ -	$ -	$ -	$ 6,700.00
5.5 Noise Study Report	$ 24,700.00	$ -	$ -	$ -	$ -	$ 24,700.00
5.6 Water Quality Assessment Report	$ 8,040.00	$ -	$ -	$ -	$ -	$ 8,040.00
5.7 Natural Environmental Study Report	$ 19,080.00	$ -	$ -	$ -	$ -	$ 19,080.00
5.8 Biological Assessment and Endangered Species Act Consultation	$ 14,280.00	$ -	$ -	$ -	$ -	$ 14,280.00
5.9 Historic Property Survey Report/Archaeological Survey Report	$ 16,600.00	$ -	$ -	$ -	$ -	$ 16,600.00
5.10 Section 4(f) Evaluation	$ 6,040.00	$ -	$ -	$ -	$ -	$ 6,040.00
5.11 CEQA Draft Initial Study with Mitigated Negative Declaration	$ 29,840.00	$ -	$ -	$ -	$ -	$ 29,840.00
5.12 CEQA AB52 Native American Consultation	$ 7,460.00	$ -	$ -	$ -	$ -	$ 7,460.00
5.13 CEQA IS/MND Public Circulation	$ 9,060.00	$ -	$ -	$ -	$ -	$ 9,060.00
5.14 CEQA IS/MND Response to Comments	$ 8,900.00	$ -	$ -	$ -	$ -	$ 8,900.00
5.15 CEQA Final IS/MND	$ 7,300.00	$ -	$ -	$ -	$ -	$ 7,300.00
5.16 NEPA Categorical Exclusion	$ 5,900.00	$ -	$ -	$ -	$ -	$ 5,900.00
TASK 6 - UTILITY COORDINATION	**$ 87,920.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 87,920.00**
6.1 Utility Mapping	$ 2,500.00	$ -	$ -	$ -	$ -	$ 2,500.00
6.2 Utility Potholing	$ 48,960.00	$ -	$ -	$ -	$ -	$ 48,960.00
6.3 Utility B Letters	$ 5,360.00	$ -	$ -	$ -	$ -	$ 5,360.00
6.4 Liability Determination	$ 4,260.00	$ -	$ -	$ -	$ -	$ 4,260.00
6.5 Reports of Investigation	$ 14,440.00	$ -	$ -	$ -	$ -	$ 14,440.00
~~6.6 Utility Agreements~~	$ -	$ -	$ -	$ -	$ -	$ -
6.6 Notice to Owners	$ 12,400.00	$ -	$ -	$ -	$ -	$ 12,400.00
6.7 Additional Utility Coordination [OPTIONAL]	$ 20,991.25	$ -	$ -	$ -	$ -	$ 20,991.25
TASK 7 - RAILROAD COORDINATION	**$ 15,900.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 15,900.00**
7.1 Railroad Coordination and Exhibits	$ 15,900.00	$ -	$ -	$ -	$ -	$ 15,900.00
~~7.2 BNSF Railway Concurrence Letters and Agreements~~	$ -	$ -	$ -	$ -	$ -	$ -
~~7.3 Union Pacific Railroad Concurrence Letter and Agreements~~	$ -	$ -	$ -	$ -	$ -	$ -
~~7.4 Public Utilities Commission Exhibits and GO 88 Application~~	$ -	$ -	$ -	$ -	$ -	$ -
TASK 8 - RIGHT OF WAY ENGINEERING	**$ 29,260.00**	**$ -**	**$ -**	**$ -**	**$ 39,105.00**	**$ 68,365.00**
8.1 Caltrans Encroachment Permit	$ 2,700.00	$ -	$ -	$ -	$ -	$ 2,700.00
8.2 Permit to Enters	$ 6,280.00	$ -	$ -	$ -	$ -	$ 6,280.00
8.3 Right of Way Requirement Maps	$ 12,020.00	$ -	$ -	$ -	$ 4,165.00	$ 16,185.00
8.4 Plat and Legal Descriptions	$ 4,220.00	$ -	$ -	$ -	$ 34,940.00	$ 39,160.00
8.5 Right of Way Certification	$ 4,040.00	$ -	$ -	$ -	$ -	$ 4,040.00
8.6 Right of Way Staking [OPTIONAL]	$ 2,060.00	$ -	$ -	$ -	$ 11,790.00	$ 13,850.00
TASK 9 - PROJECT REPORT	**$ 194,760.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 194,760.00**
9.1 Geometric Concept Drawing	$ 26,750.00	$ -	$ -	$ -	$ -	$ 26,750.00
9.2 Design Standard Decision Documents	$ 19,150.00	$ -	$ -	$ -	$ -	$ 19,150.00
9.3 Location Map, Layouts, Profiles, and Typical Sections	$ 11,680.00	$ -	$ -	$ -	$ -	$ 11,680.00
9.4 Storm Water Data Report	$ 31,040.00	$ -	$ -	$ -	$ -	$ 31,040.00
9.5 Traffic Management Plan Checklist	$ 3,680.00	$ -	$ -	$ -	$ -	$ 3,680.00
9.6 Cost Estimates	$ 8,120.00	$ -	$ -	$ -	$ -	$ 8,120.00
9.7 Risk Register	$ 6,360.00	$ -	$ -	$ -	$ -	$ 6,360.00
9.8 Right of Way Data Sheets/Utility Information Sheets	$ 9,640.00	$ -	$ -	$ -	$ -	$ 9,640.00
9.9 Stage Construction Concept	$ 10,320.00	$ -	$ -	$ -	$ -	$ 10,320.00
9.10 Advanced Planning Study	$ 29,380.00	$ -	$ -	$ -	$ -	$ 29,380.00
9.11 Draft Project Report	$ 21,700.00	$ -	$ -	$ -	$ -	$ 21,700.00
9.12 Project Report	$ 16,940.00	$ -	$ -	$ -	$ -	$ 16,940.00
TASK 10 - FINAL ENGINEERING STUDIES	**$ 84,840.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 84,840.00**
10.1 Drainage Report	$ 51,680.00	$ -	$ -	$ -	$ -	$ 51,680.00
10.2 Storm Water Data Report	$ 30,700.00	$ -	$ -	$ -	$ -	$ 30,700.00
10.3 Transportation Management Plan	$ 2,460.00	$ -	$ -	$ -	$ -	$ 2,460.00
TASK 11 - FINAL DESIGN	**$ 808,850.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 808,850.00**
11.1 Type Selection Report	$ 30,440.00	$ -	$ -	$ -	$ -	$ 30,440.00
11.2 65% Roadway Plans, Specifications and Estimate	$ 317,020.00	$ -	$ -	$ -	$ -	$ 317,020.00
11.2.a 65% Landscape Plans [OPTIONAL]	$ -	$ -	$ 37,230.00	$ -	$ -	$ 37,230.00
11.2.b 65% Soundwall Plans [OPTIONAL]	$ 4,720.00	$ -	$ -	$ -	$ -	$ 4,720.00
11.3 65% Bridge Plans, Specifications and Estimate	$ 69,770.00	$ -	$ -	$ -	$ -	$ 69,770.00
11.4 Stormwater Pollution Prevention Plan	$ 19,530.00	$ -	$ -	$ -	$ -	$ 19,530.00
11.5 95% Roadway Plans, Specifications and Estimate	$ 172,390.00	$ -	$ -	$ -	$ -	$ 172,390.00
11.5.a 95% Landscape Plans [OPTIONAL]	$ -	$ -	$ 16,355.00	$ -	$ -	$ 16,355.00
11.5.b 95% Soundwall Plans [OPTIONAL]	$ 6,720.00	$ -	$ -	$ -	$ -	$ 6,720.00
11.6 95% Bridge Plans, Specifications and Estimate	$ 79,720.00	$ -	$ -	$ -	$ -	$ 79,720.00
11.7 100% Plans, Specifications and Estimate	$ 90,220.00	$ -	$ -	$ -	$ -	$ 90,220.00
11.7.a 100% Landscape Plans [OPTIONAL]	$ -	$ -	$ 11,020.00	$ -	$ -	$ 11,020.00
11.7.b 100% Soundwall Plans [OPTIONAL]	$ 4,630.00	$ -	$ -	$ -	$ -	$ 4,630.00
11.8 Final Contract Documents	$ 29,760.00	$ -	$ -	$ -	$ -	$ 29,760.00
TASK 12 - ENVIRONMENTAL PERMITTING	**$ 55,800.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 55,800.00**
12.1 U.S. Army Corps of Engineers Nationwide Permit (404)	$ 16,200.00	$ -	$ -	$ -	$ -	$ 16,200.00
12.2 Central Valley RWQCB Water Quality Certification (401)	$ 15,100.00	$ -	$ -	$ -	$ -	$ 15,100.00
12.3 CDFW Streambed Alteration Agreement (1602)	$ 15,100.00	$ -	$ -	$ -	$ -	$ 15,100.00
12.4 Central Valley Flood Protection Board Encroachment Permit	$ 9,400.00	$ -	$ -	$ -	$ -	$ 9,400.00
~~12.5 City of Merced Tree Permit~~	$ -	$ -	$ -	$ -	$ -	$ -
TASK 13 - BIDDING SUPPORT	**$ 13,920.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 13,920.00**
~~13.1 Resident Engineer File~~	$ -	$ -	$ -	$ -	$ -	$ -
13.1 Bidding Support	$ 13,920.00	$ -	$ -	$ -	$ -	$ 13,920.00
TASK 14 - CONSTRUCTION SUPPOT	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
~~14.1 Design Support During Construction~~	$ -	$ -	$ -	$ -	$ -	$ -
~~14.2 Structual Varification/Inspection Support During Construction~~	$ -	$ -	$ -	$ -	$ -	$ -
~~14.3 Environmental Support During Construction~~	$ -	$ -	$ -	$ -	$ -	$ -
~~14.3.1 Mitigation Credit Coordination~~	$ -	$ -	$ -	$ -	$ -	$ -
~~14.3.2 Permit Agency Coordination~~	$ -	$ -	$ -	$ -	$ -	$ -
~~14.3.3 MMRP/ECR Implementation and Documentation~~	$ -	$ -	$ -	$ -	$ -	$ -
~~14.4 As-Builts~~	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal (Excluding Optional Tasks)	**$ 1,829,040.00**	**$ 307,486.76**	**$ -**	**$ 143,511.25**	**$ 119,185.00**	**$ 2,399,223.01**
Optional Total	**$ 103,421.25**	**$ 51,980.00**	**$ 64,605.00**	**$ 36,400.00**	**$ 11,790.00**	**$ 268,196.25**
Grand Total	**$ 1,932,461.25**	**$ 359,466.76**	**$ 64,605.00**	**$ 179,911.25**	**$ 130,975.00**	**$ 2,667,419.26**

Cells with hour and or cost change
Task Name — Optional tasks
~~Task Name~~ — Task removed since original proposal fee

ADMINISTRATIVE REPORT

Agenda Item I.14. Meeting Date: 8/3/2020

Report Prepared by: Michael R. Beltran II, PE, City Engineer

SUBJECT: Second Reading and Final Adoption of Ordinance Amending Sections 10.16.010 Speed Limits, 10.28.230 No Parking Zones, 10.28.275 On-Street Disabled Persons Parking, 10.28.370 Two-Way Stop Intersections and 10.32.057 Seven a.m. to Four p.m. Passenger Loading Zones

REPORT IN BRIEF
Second reading to amend sections 10.16.010, 10.25.230, 10.28.275, 10.28.370, and 10.32.057 of the Merced Municipal Code.

RECOMMENDATION
City Council - Adopt a motion adopting **Ordinance 2517**, an Ordinance of the City Council of the City of Merced, California, amending sections 10.16.010 “Speed Limits;” 10.28.230 “No Parking Zones;” 10.28.275 “Disabled Persons - On-Street Parking;” 10.28.370 “Two-Way Stop Intersections;” and 10.32.057 “Passenger Loading Zones - Locations - Seven a.m. to Four p.m.” of the Merced Municipal Code.

ALTERNATIVES
1. Approve, as recommended by the Traffic Committee; or,
2. Modify ordinance for adoption; or,
3. Deny.

AUTHORITY
This request amends Sections 10.16.010, 10.28.230, 10.28.275, 10.28.370, and 10.32.057 of the Merced Municipal Code (MMC).

The California Vehicle Code (CVC) gives a local body (or official) jurisdiction for traffic control devices, provided the devices are installed in accordance with the State Traffic Manual.

CITY COUNCIL PRIORITIES
Not applicable.

DISCUSSION
As a result of the September 12, 2017, meeting, the Traffic Committee approved, the removal of the an on-street disabled persons parking space along the south side of 22nd Street, west of Martin Luther King Jr. Way.

The Traffic Committee was requested by the Homeowner to remove the disabled persons parking space. The information was verified that the disabled persons parking spot was to be removed.

As a result of the November 14, 2017, meeting, the Traffic Committee approved, the addition of a no parking zone on the west side of V Street, north or Wardrobe Avenue.

The Traffic Committee was requested by Citizen Enrique Altamariano to add a no parking zone due to safety concerns and line of sight issues when vehicles are parked near the intersection.

As a result of the January 9, 2018, meeting, the Traffic Committee approved, the addition of a no parking zone along the west side of Willowbrook Drive.

The Traffic Committee was requested by Mike Schlessinger, a City of Merced Refuse Department Employee, to add a no parking zone in order to assist the refuse department servicing the refuse container at 2973 Willowbrook Drive.

As a result of the May 8, 2018, meeting, the Traffic Committee approved, the addition of no parking signs on both sides of the alley between West Main Street and West 18th Street from M Street to N Street (Alley behind City Hall).

The Traffic Committee was requested by the Deputy Public Works Director / Interim City Engineer, Steve Son, to add no parking signs due to vehicles blocking access to City Hall.

As a result of the November 13, 2018, meeting, the Traffic Committee approved, the addition of no parking on both sides of Kelley Avenue, between State Route 140 and Baker Drive and 25 mph signs at both ends of Shirley Street.

The Traffic Committee was requested by the City Traffic Signal / Lighting Technician, Corey Plagenza, to add no parking due to vehicles crossing the centerline when vehicles are parked on the side of the Kelly Avenue.

The Traffic Committee was requested by the Citizen Rose Valdez, to add 25 mph signs to both ends of the Shirley Avenue as vehicles from Yosemite Parkway and Merced Avenue travel at a high rate of speed as they come into and through the neighborhood.

As a result of the September 10, 2019, meeting, the Traffic Committee approved, the removal of the loading zone on the south side of East 18th Street, east of F Street.

The Traffic Committee was requested by Citizen Luis Aguayo, to remove a passenger loading zone located in front of his residence. The loading zone was used previously by the prior owners and is no longer needed.

As a result of the September 24, 2019, meeting, the Traffic Committee approved, the addition of a two-way stop on 21st Street, at the intersection with P Street. Traffic would stop on 21st Street.

The Traffic Committee was requested by Citizens Gwen Hagaman and Lance Abbott, to add stop signs on 21st Street, at the P Street intersection. A traffic accident report was reviewed with the committee and it was determined that warrants had been met to install stop signs (two-way) at this intersection.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, AMENDING SECTIONS 10.16.010, "SPEED LIMITS;" 10.28.230, "NO PARKING ZONES;" 10.28.275, "DISABLED PERSONS – ON-STREET PARKING;" 10.28.370, "TWO-WAY STOP INTERSECTIONS;" AND 10.32.057, "PASSENGER LOADING ZONES – LOCATIONS – SEVEN A.M. TO FOUR P.M." OF THE MERCED MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF MERCED DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT TO CODE. Section 10.16.010, "Speed Limits," of the Merced Municipal Code is hereby amended by adding the following speed limit:

"Street:	*Portion:*
Shirley Street	Twenty-five (25) miles per hour from Yosemite Parkway to Merced Avenue"

SECTION 2. AMENDMENT TO CODE. Section 10.28.230, "No Parking Zones," of the Merced Municipal Code is hereby amended by adding the following portions of the following streets:

"Street:	*Portion:*
West side of Willowbrook Drive	Beginning at a point 375 feet (225 feet east and 150 feet south) from the east line of State Route 59, on the west side of Willowbrook Drive, thence southerly 46 feet.
Both sides of alley between West Main Street and West 18th Street.	Beginning at the west line of 'M' Street, thence westerly to the east line of 'N' Street.

West and East side of Kelly Avenue	Beginning at a point 43 feet from the north line of State Route 140, thence northerly 100 feet.
West side of 'V' Street	Beginning at a point that is 26 feet northeast of the north line of Wardrobe Avenue, thence northeasterly 125 feet.
East side of Kibby Road	Beginning at a point that is 45 feet north of the north line of East Childs Avenue, thence north 125 feet."

SECTION 3. AMENDMENT TO CODE. Section 10.28.275, "Disabled Persons – On-Street Parking," of the Merced Municipal Code is hereby amended by deleting the following portion of the following street:

"Street:	*Portion:*
South side of 22nd Street	Beginning at a point that is 185 feet west of the west line of Martin Luther King Jr. Way, thence westerly 25 feet."

SECTION 4. AMENDMENT TO CODE. Section 10.28.370, "Two-Way Stop Intersections," of the Merced Municipal Code is hereby amended by adding the following portion of the following street:

"Approaching Streets Required to Stop:	*At Any Entrance Thereof With:*
West 21st Street	'P' Street."

SECTION 5. AMENDMENT TO CODE. Section 10.32.057, "Passenger Loading Zones – Locations – Seven a.m. to Four p.m.," of the Merced Municipal Code is hereby amended by deleting the following portion of the following street:

"Street:	*Portion:*
South side of East 18th Street	Beginning at a point that is 204 feet east of the east line of 'F' Street, thence easterly 20 feet."

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 7. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 8. PUBLICATION. The City Clerk is directed to cause a summary of this Ordinance to be published in the official newspaper at least once within fifteen (15) days after its adoption showing the vote thereon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Merced on the ____ day of _____, 2020, and was passed and adopted at a regular meeting of said City Council held on the ____ day of _____, 2020, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

_____ 6-23-2020
City Attorney **Date**

ADMINISTRATIVE REPORT

Agenda Item J.1. Meeting Date: 8/3/2020

Report Prepared by: Kimberly Nutt, Housing Program Specialist, Housing Division/Development Services Department

SUBJECT: Continued Public Hearing - United States (U.S.) Department of Housing and Urban Development (HUD) 2020-2024 Five-Year Consolidated Plan, Analysis of Impediments for Fair Housing Choice, and Fiscal Year 2020-2021 Annual Action Plan, and Direction from City Council on any Additional Community Outreach

REPORT IN BRIEF

Continuation of the Public Hearing from July 6, 2020, and July 20, 2020, in order to receive additional public comment on the U.S. Department of Housing and Urban Development (HUD) 2020-2024 Five-Year Consolidated Plan, Analysis of Impediments to Fair Housing Choice, and 2020 Annual Action Plan, and direction from the City Council on any Additional Community Outreach.

RECOMMENDATION

City Council -

A. Re-open the public hearing to receive any additional public input regarding the Draft 2020-2024 Five Year Consolidated Plan, Analysis of Impediments to Fair Housing, and the Draft 2020 Annual Action Plan, including the proposed expenditure of CDBG and HOME funds for Fiscal Year 2020-2021; and,

B. Close the public hearing after all public comments have been received.

C. Provide direction on any additional community outreach.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to other than recommended by staff (identify specific findings and/or conditions in the City Council motion); or,
3. Deny; or,
4. Refer to City Manager for reconsideration of specific items (specific items to be addressed in City Council motion); or,

Continue to a future City Council meeting (date and time to be specified in City Council motion).

AUTHORITY

The U.S. Department of Housing and Urban Development (HUD), per 24 CFR 91.105, requires that participating local government jurisdictions involve citizens in the development of the Consolidated

Plan, Annual Plan, including any substantial amendments, and the Consolidated Annual Performance and Evaluation Report (CAPER); the Charter of the City of Merced, Section 405, 409, and 411 et seq of the City of Merced; and, pursuant to 24 CFR Subpart F, the City is required to submit the Consolidated Plan and First-Year Annual Action Plan to HUD for approval.

CITY COUNCIL PRIORITIES

As provided for in the 2020-21 Adopted Budget; and Council Priorities that include addressing homelessness, community and economic development, public improvements, and job training.

DISCUSSION

After re-opening the Public Hearing continued from the July 6 and July 20, 2020, meetings, and accepting any additional public comment, staff requests that Council consider delaying action to approve the HUD 2020-2024 Five-Year Consolidated Plan, 2020 First-Year Annual Action Plan, and the Analysis of Impediments to Fair Housing Choice.

The purpose of this delay is to provide an opportunity to meet and discuss the comments and concern received during the public comment period. The Consolidated Plan and Annual Action Plan process does require that the City carefully consider comments and views provided in verbal and written testimony. The process also requires that the comments be provided in a section of the document. Many of the public comments highlight needs and issues that may be outside the scope of the Consolidated Plan or Annual Action Plan; however, they are nonetheless important in the overall dialogue related to affordable housing. Seeking additional input may help identify other opportunities and tools that can complement the Consolidated Plan or Annual Action Plan or be addressed separately by the City Council through other policy decisions or programs. A meeting is scheduled with the Leadership Counsel for Justice and Accountability on Thursday, July 30, 2020. It is likely that new Public Hearing Notices would be prepared, and additional Hearings would be held by the City Council. The Council could provide additional direction on other forms or outreach and engagement, as well.

What is the Consolidated Plan, Annual Action Plan, and Analysis of Impediments?

The Consolidated Plan and Annual Action Plan, between them, provide long- and short-term goals, budgets, and anticipated development and public service activity project lists for use of the HUD funding allocations granted to the City of Merced for distribution in the community.

In order to receive Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds for Fiscal Year 2020-21 and for the next five years, the City must develop a five-year strategic plan for the use of these funds over time that describes how the funds may be used, as well as evaluating the City's needs for housing and other concerns, and goals and priorities in addressing those needs. The First- Year Annual Action Plan is established and implements the first year of the new Consolidated Plan.

The Analysis of Impediments to Fair Housing Choice (AI) report uses collected data to identify local practices and conditions in the City of Merced that may be impeding housing opportunities for residents because of their race, skin color, religion, sex, disability, familial status, national origin, or

other “protected class” status and develops strategies to address those impediments. It is a crucial tool in ensuring that the Consolidated Plan is meeting HUD guidelines for fair housing and civil rights commitments. As of now, HUD does not require a 30-day comment period on the AI, but Housing staff has worked to make it available for at least a portion of the Consolidated Plan’s required comment period.

Publicized focus group and informational meetings, announcements of project funding availability, online surveys, town hall meetings, and public hearings give citizens the opportunity to participate in and give input to the plans as they are being developed. These plans are essentially guided by community needs and the priorities expressed by residents and community stakeholders who participated in the process.

The City of Merced 2020-2024 Consolidated Plan strategizes broad-brush goals and objectives to be carried out over the next five years, from July 1, 2020, to June 30, 2025. The Annual Action Plan hones and implements those goals for the first year of the Consolidated Plan and includes a description of how this year’s funding will be used to address HUD-identified objectives for housing, homelessness, suitable living conditions, and economic development.

Process

In following HUD’s mandates for public input, Housing staff and consultants conducted and attended focus group and town hall meetings and created online surveys soliciting citizen and community group input. Area non-profit organizations were informed about the availability of HUD funding and applications were solicited in March 2020. A total of nine new applications were received from these local agencies for various activities, including Fair Housing Services. Open-letter invitations to participate in focus groups, Legal notices, and other advertisements were published and posted in the Merced County Times, Merced Sun-Star, and on the City’s website prior to each meeting or application period. Public Notices were published on June 4, 2020, regarding the public hearing dates of July 6, 2020, and August 3, 2020, as well as advertising the 30-day comment period for public review of the plan documents from June 10 - July 10, 2020.

The 2020-2024 Consolidated Plan and 2020 First-Year Annual Action Plan (Attachment 1) and the Analysis of Impediments to Fair Housing Choice (Attachment 2) are a culmination of community meetings, stakeholder consultations, community needs assessment surveys, data collection and analysis, public hearings, and Council input.

HUD requires the City follow the procedures for citizen participation and comment contained in the Citizen Participation Plan.

For more details of the Public Participation input process to date and next steps, please refer to Attachment 4 of this report.

The Effects of the COVID-19 Coronavirus on the Process

The effects of COVID-19 on the Citizen Participation Plan and process for development of the Consolidated Plan did shift normal in-person meetings and presentations to tele-conferenced and

virtual meetings. The most recent public hearings have been conducted at socially- distanced City Council meetings. Comments were submitted electronically by e-mail and voicemail (written and recorded messages can be translated from Spanish or Hmong if submitted in sufficient time to do so). Although focus groups were able to be held before the pandemic began, meetings held in early March were limited in location and time of day availability. It is also likely that participation may have been impacted due to COVID-19 concerns. As a result of these, the ability to use community groups for wider-reaching community needs assessment outreach was limited to mostly electronic means.

The locations where copies of the plans can be physically viewed have been reduced to only City Hall due to the continuing closure of other public buildings. The plans are also viewable and downloadable from the City's Housing Division's website.

Normally, this process is completed and final plans approved and submitted to HUD by May 15th of each year. However, with the arrival of the COVID-19 Coronavirus, and in considering staffing obstacles, stay-at-home orders, lack of access to public meetings, and the ability of jurisdictions to meet their citizen participation requirements, HUD has issued regulatory waivers that give jurisdictions flexibilities of various regulatory deadlines and required processes, including citizen participation. The City has not provided notice to use a waiver on this process.

Normally, the deadline to submit the Consolidated Plan and Annual Action Plan to HUD is by August 15th. For this cycle, the deadline has been pushed back a year. A delay of this length of time would affect program, activity, and administrative funding. A delay to encourage participation that is reasonable should not negatively impact programs or operations.

Funds Available

Per HUD's announcement of allocation figures in February, CDBG funding in Fiscal Year 2020-21 is expected to be $1,124,056, plus $96,000 generated from program income (loan payments) and $59,101 in prior-year resources. FY 2020 HOME grant funding is expected to be $542,776, with an additional $208,600 expected in program income. All sources combined, the total FY 2020 program funding expected is $2,030,533.

The Housing Division does not receive money from the General Fund. Programs and staffing are funded with entitlement funds from CDBG and HOME programs. Each program provides a set percentage of funding for direct and indirect administration to cover salaries and supplies - CDBG allows 20%, and HOME allows 10%. In addition, staff time can be charged as "Activity Delivery Costs" for actual time spent for a specific activity. The administrative funds budget this year will also include contracts for Fair Housing and Continuum of Care services.

The Draft 2020 First-Year Annual Action Plan contains a summary of anticipated revenues in Table 53 on Page 163 of the draft plan document. Additionally, on Page 166, Table 54 summarizes the recommended expenditures for program activities and mandated services through the end of the fiscal year, or by June 30, 2021 (Attachment 1).

Public Service and Acquisition Activities

Staff is requesting Council review the submitted public service and other funding requests received from community non-profit organizations. Attachment 3 summarizes these programs, activities proposed, amounts requested, and the amounts recommended by staff.

Staff recommends fully funding all the requested programs, particularly as each is eligible for HUD funding and meet a National Objective, addresses the community's needs as reported in the Consolidated Plan, and is within the 15% cap that is placed on public service funding out of CDBG.

This year, we received less public service requests in dollars than our 15% cap. This means that more funding can be allocated to some of these requests to help make them more viable - in particular, to the two acquisition program requests. As the housing market is changing, more funding towards these programs means more units can be purchased, rehabilitated, and converted to supportive housing for homeless families, and the organizations can be more competitive in the housing market for the purchase of those units.

The total amount of Public Service funding requested from the applications received is $111,786, of the available $168,608.40 (15% of CDBG allocation). Staff is recommending to re-add funding for First-Time Homebuyer Classes in the FY 2019-20 amount of $4,920, for a total of $116,706 to Public Services.

Two organizations, Merced Rescue Mission and Sierra Saving Grace Homeless Project, applied for acquisition programs totaling $615,000 in CDBG funds. Staff is recommending to increase this amount to $675,000 in order to give them more "buying power" in a competitive housing market and to potentially be able to convert more units to low-income supportive housing (duplex vs. triplex). An additional $65,900 of HOME funding is also available and budgeted in the Draft 2020 Annual Action Plan for these activities, but is unallocated to a specific program.

Through the additional public comment and outreach process, there could be suggestions for providing additional funding for programs and activities. There could potentially be suggested changes in priorities in the use of the funding, as well. Those would be highlighted for City Council consideration when the Revised Draft Consolidated Plan and Annual Action Plan is brought forward.

History and Past Actions

The 2020-2024 Consolidated Plan, 2020 Annual Action Plan, and AI were first presented and reviewed during the Public Hearing held at the July 6, 2020, City Council meeting. Public comments were accepted, and Council chose to continue the Public Hearing to July 20, 2020, to give additional time and opportunity to the public to review the plans and provide their comments. Tonight's Public Hearing is a further continuance of the July 6, 2020, public hearing.

The last Consolidated Plan, spanning program years 2015-2019, was approved by Council on May 4, 2015. We are in "year five" of this plan, Program Year 2019 (Fiscal Year 2019-20), which concluded on June 30, 2020.

IMPACT ON CITY RESOURCES

No budget/appropriation action is required at this time. The Housing Division expects that it will not

need any expense of General Funds into the Program during the 2020-20 Fiscal Year.

HUD notified the City of its expected CDBG and HOME allocation for Fiscal Year 2020-2021 in February of 2020, and the budget outlined in the Draft 2020 First-Year Annual Action Plan is based upon those expected allocation amounts.

ATTACHMENTS

1. Draft 2020-2024 Consolidated and First-Year Annual Action Plan
2. Draft Analysis of Impediments to Fair Housing Choice
3. List of Community Organization Funding Applications and Proposed Allocations
4. Citizen Participation Process
5. Public Notices and Community Needs Assessment Flyer
6. Draft Resolution
7. City Council Presentation



DRAFT Five Year Consolidated Plan 2020-2024
and
DRAFT First Year Annual Action Plan
2020-2021

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan (the "ConPlan") is a document submitted to the U.S. Department of Housing and Urban Development (HUD) that serves as a comprehensive housing affordability strategy, community development plan and submission for funding under any of HUD's entitlement formula grant programs. The ConPlan for Housing and Community Development was established through legislation passed by the U.S. Congress in 1990. Under the Cranston-Gonzalez National Affordable Housing Act, jurisdictions that receive federal entitlement funds for housing and community development activities are required to prepare a comprehensive three- to five-year plan for using those funds.

The entitlement formula utilizes population information, poverty and overcrowded housing data to establish funding allocations. The City of Merced (the "City") qualifies as a Community Development Block Grant (CDBG) entitlement City based on the grant formula. The City, the County of Merced Housing Authority and other regional agencies coordinate their efforts to provide a balanced approach to community needs using their available resources. A five-year strategic plan has been developed by the City of Merced that identifies and prioritizes the future use of the City's HOME and CDBG funds. The 2020-2024 ConPlan covers the timeframe from July 1, 2020 to June 30, 2025.

Methods of Evaluation

In preparing the ConPlan, the City utilized several methods to analyze the housing and community development needs of Merced. Methods included hosting focus groups, surveying community residents and stakeholders, surveying multi-family unit property owners, analyzing U.S. Census data and utilizing information in several City and county planning documents. The City hosted community meetings and hearings and met with organizations as an effort to outreach to and encourage the participation of all residents, particularly low- and moderate-income residents, elderly persons and persons with disabilities. The purpose of the meetings was to inform the community about the ConPlan process and to identify opportunities to improve collaborative efforts and eliminate service delivery gaps in order to develop and sustain decent and affordable housing, suitable living environments and expanded community and economic opportunities.

Consolidated Plan Format

In 2012, HUD released its new eCon Planning Suite with interactive tools and resources for grantees to use in the preparation of the Consolidated Plan and Action Plan in the Integrated Disbursement and Information System (IDIS). This new tool provides data from HUD-selected sources, primarily 2010 Census data and the 2014-2018 American Community Survey (ACS) data set. Despite the primary

reliance on HUD-selected data sources, grantees are permitted opportunities to customize their ConPlan.

COVID-19:

While completing the draft of this Consolidated Plan, a new coronavirus known as SARS-CoV-2 was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus disease COVID- 2 19 that has now spread globally (COVID-19). The first case was reported in the United States in January 2020. In March 2020, the World Health Organization declared the coronavirus outbreak a pandemic and President Trump declared the outbreak a national emergency. During this time, the State of California has declared a state of emergency, shutting down large gathering places and limiting the movement of residents.

Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the crisis. It was signed into law by President Trump on March 27th, 2020. The CARES Act is an over $2 trillion economic relief package that provides direct economic assistance for American workers, families, and small businesses, and preserves jobs for industries. As part of the CARES Act, additional assistance is provided for HUD grantees, and the City is receiving a special CARES Act allocation of CDBG funds (CDBG-CV funds). The City has amended its 2019 Annual Action Plan to include the CARES Act allocation and implement programs specific to the needs resulting from the outbreak. As a result of the crisis, the current specific data and immediate needs of residents may differ from those presented in this plan as the information here was collected prior to the outbreak. However, the information presented here shows trends that have been consistent over recent years in the City and will likely only prove to be amplified by the effects of COVID-19.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The ConPlan is divided into five major parts: 1) the general characteristics of the community and the needs and strategies to address those needs, 2) the housing needs and the current housing market, 3) the needs of the homeless, 4) the goals and prioritization of community and economic development and 5) the strategies that will be used to address non-homeless special needs populations. Based on those categories, the Needs Assessment identified several target populations:

- Extremely low income and low income households;
- Homeless persons;
- Seniors and frail elderly;
- Youth; and
- Persons with disabilities.

Several types of projects were also identified as essential to the community:

- Public Infrastructure and Capital Improvements (particularly those related to future projects that could be undertaken within the south Merced area;
- Programs and planning that encourages economic development;
- Increased public services to area nonprofit agencies, particularly those programs that provide services for the homeless, youth and seniors;
- Permanent supportive housing for the chronically homeless; and
- Programs that promote and/or create fair and affordable housing, especially targeting extremely low- and low-income households

The City's priority need objectives and outcomes are based on the availability of CDBG and HOME funding allocation. An estimated $1,124,056 for CDBG funding and $542,776 for HOME funding per year over the 5-year ConPlan period. The figures proposed for each project are estimates based on the assumptions that CDBG funding, entitlement funding distribution formulas and/or the number of communities eligible to receive entitlement grants will remain constant. If any of these conditions change, projected activities and accomplishments are also subject to change.

3. Evaluation of past performance

Each year, the U.S. Department of Housing and Urban Development (HUD) assesses the City of Merced's management of CDBG program funds, the City's compliance with the ConPlan and the extent to which the City is preserving and developing decent affordable housing, creating a suitable living environment and expanding economic opportunities. Overall, the City has performed satisfactorily in addressing its priority needs and carrying out the programs described in the ConPlan. The City evaluated its performance during the last ConPlan period (2015-2019) in order to set goals and strategies for this ConPlan.

4. Summary of citizen participation process and consultation process

City staff developed a detailed citizen participation plan adopted in 2017 that was updated in 2020 in response to the receipt of funds under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The CARES Act updates to the citizen participation plan were published for public review, and comments were accepted between May 4 – May 8, 2020. Nonprofits and community residents were provided adequate opportunity to review and comment on the original Citizen Participation Plan and on substantial amendments to the plan, in compliance with HUD requirements.

Citizens were engaged through community meetings, surveys, public hearings, and individual meetings. Citizens who participated in the process received extensive information about the ConPlan, the citizen participation process, the HUD requirements for an entitlement City, the amount of funding that the

City anticipates receiving and how those funds can be used by the City. Residents were given the opportunity to provide City staff with their input on the prioritization of community needs.

Citizens were encouraged to participate in 4 community meetings as well as 2 Public Hearings. The community meetings were held on held December 9 and 10, 2019, at the Merced Civic Center/City Hall, 678 W. 18th Street, Merced, and included one meeting held during evening hours.

A public hearing was held in the evening on July 6, 2020, to introduce the ConPlan and First-Year Action Plan. At this meeting, members of the public as well as City Council were asked to identify community needs and priorities before the final drafting of the ConPlan. A second public meeting was held the evening of August 3, 2020. At this hearing, members of the public were asked to provide comments on the draft ConPlan, and the City Council was asked to approve the required Entitlement Community documents before submission to HUD. At both public hearings, Spanish and Hmong interpretation services and listening devices were provided and available for use by members of the public, including interpretation services for those wishing to provide oral comments at the live meetings.

The City also consulted with public and private departments and agencies, and social service and non-profit organizations to understand the community's needs and available resources. Department staff provided input on how CDBG resources could be used and leveraged to provide services.

Upon completion of the draft ConPlan, it was available for public review and comment for 30 days, from [ENTER DATE] to [ENTER DATE] at [ENTER LOCATION], as well as on the City's website.

5. Summary of public comments

City staff developed a detailed citizen participation plan adopted in 2017 that was updated in 2020 in response to the receipt of funds under the CARES Act. It is attached to this Consolidated Plan. As required by HUD, nonprofits and community residents were provided adequate opportunity to review and comment on the original Citizen Participation Plan and on the amendment. Citizens were engaged through community meetings, surveys, public hearings, and individual meetings. Citizens who participated in the process received extensive information about the ConPlan, the citizen participation process, the HUD requirements for an entitlement City, the amount of funding that the City anticipates receiving and how those funds can be used by the City. Residents were given the opportunity to provide City staff with their input on the prioritization of community needs.

The City held 4 community meetings and 2 public hearings. Each community meeting focused on a different topic – resident concerns, housing, economic development, and social services- but attendees were welcome to raise any issues affecting the Plan at all meetings. During these public meetings, residents and council members were asked to identify community needs and priorities before the drafting of the ConPlan. The following were some of the public comments during these meetings, focus groups and hearings:

- More programs and services are needed to respond to high levels of poverty especially in south Merced
- Utility costs are a growing burden for lower income households
- Limited job opportunities, especially for young people, is a concern
- Homelessness is a growing concern. Veterans, youth, and the chronic homeless were specific sub-populations discussed
- More affordable housing and better public transportation for seniors is needed

During the preparation of the Consolidated Plan, a Housing and Community Development Survey (in both English and Spanish) was administered. An electronic version of the survey was placed on the City's Website and flyers advertising the survey were distributed at townhall meetings. A total of 204 respondents participated in the English survey. No responses were received to the Spanish survey, however, 27% of survey respondents identify as Hispanic.

The final public hearing was held [ENTER DATE]. At this hearing, members of the public were asked to provide comments on the draft ConPlan and the City Council was asked to approve the document before submission to HUD.

The City also consulted with public and private departments and agencies, and social service and non-profit organizations to understand the community's needs and available resources. Department staff provided input on how CDBG resources could be used and leveraged to provide services. The City of Merced specifically contacted agencies representing persons with HIV/AIDS, homeless persons, low-income youth, and persons with disabilities, elderly persons, and persons with alcohol and/or substance abuse problems. Additionally, cities and governments within the region were contacted and consulted as well.

6. Summary of comments or views not accepted and the reasons for not accepting them

TBD

7. Summary

Based on the public participation process and review of regional data and reports (i.e. Housing Element and Continuum of Care Homeless Survey), Merced has the following housing and community priorities to address over the next five years:

- Affordable Rental Housing

- Provide support services for the City's residents with an emphasis on at risk youth, the homeless, and services to seniors
- Fair Housing
- Job Creation
- Neighborhood Revitalization with an emphasis on south Merced
- To preserve, rehabilitate and enhance existing public facilities and infrastructure

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MERCED	Housing Division
HOME Administrator	MERCED	Housing Division

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

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PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

Under Merced's Council-Manager form of government, the City Council appoints and provides policy direction to the City Manager, who is responsible for administering the City's daily operations. As the elected legislative body of the City of Merced, the City Council has overall responsibility for the scope, direction, and financing of City services. In setting policy, the City Council works closely with citizen advisory commissions and committees, considers staff information and recommendations, and receives comments from the general public during open forums, such as town hall meetings.

In the preparation of the ConPlan, the City has consulted with public and private departments and agencies and social service and non-profit organizations to understand the community's needs and available resources. The City met with several department representatives to provide information about the ConPlan and its processes. Department staff provided input on how CDBG resources could be used and leveraged to provide services.

The City of Merced specifically contacted agencies representing persons with HIV/AIDS, homeless persons, low-income youth, and persons with disabilities, elderly persons, and persons with alcohol and/or substance abuse problems. Additionally, cities and governments within the region were contacted and consulted as well.

During the consultation process, the City provided detailed information about the ConPlan and the CDBG process, the City's distribution of funds and current projects using the CDBG funds. Focus group participants highlighted the priority needs in general terms and specific to their target population.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

The principal provider of community development and economic development programs, housing projects, and financial support will be the City of Merced. The Merced Housing Authority administers the Section 8 Voucher program and manages public housing located in the City. According to The Merced Housing Authority, funding to modernize the public housing units to ensure long-term physical and social viability of the developments is done through the HUD yearly funded Capital Fund Program. Capital Program activities to be undertaken by the Housing Authority are identified in the Public Housing Agency (PHA) 5 Year and One-Year Action Plans. The residents are invited each year to contribute to the drafting the Housing Authority's Plan and planned use of Capital Fund monies. A resident advisory board is formed and meets monthly to review the PHA's strategy and policies for both public housing and tenant-based housing. The City works closely with the Merced Housing Authority to qualify Merced

residents for Section 8 Housing Choice Vouchers. The City provides information on the availability of Section 8 programs to qualified residents.

Other key health, mental health and service agencies that the City works closely with are, Continuum of Care; Merced County Community Action Agency; Merced County Department of Mental Health; and Merced County Rescue Mission. Each is consulted during the City's ConPlan and Annual Action plan process.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City is an active member of the Merced City and County Continuum of Care and has recently helped develop the Merced City and County Continuum of Care Regional Plan to Prevent and End Homelessness. This Regional Plan will be used as a template to develop the new Continuum of Care 10 year plan which will provide a series of recommendations and plans to address the needs of homeless persons including chronically homeless individuals and families, families with children, veterans, unaccompanied youth, and persons at risk of homelessness. Recommendations include:

- Continuing to follow a Housing First approach that focuses on providing housing as quickly as possible and then providing services as needed. Once a household obtains housing, a variety of services are offered following housing placement in order to help households maintain their housing. Such services are time-limited or long-term depending upon the household's need. Housing is not contingent on compliance with services. However, participants must comply with a standard lease agreement. Assistance also includes locating rental housing, relationship development with private market landlords, and lease negotiation and home-based case management which can also be time-limited or long-term depending upon the willingness and needs of the household;
- Continuing to support and identify funding sources for rapid re-housing which involves a variety of assistance that includes: short-term or medium-term rental assistance and housing relocation and stabilization services which may include mediation, credit counseling, security or utility deposits, utility payments, moving cost assistance, and case management. Case management includes 1) on-site and off-site supportive services such as employment counseling, health care, mental health care, and access to various mainstream resources; 2) activities that help with circumstances that may impede access to housing such as poor credit history, legal issues, and inability to negotiate manageable and appropriate lease agreements with landlords; and 3) availability to resolve housing-related crises should they occur through home visits and communication with landlord;
- Continuing to utilize a Coordinated Entry System (CES) which will cover the entire CoC and will use the Vulnerability Index/Service Prioritization Decision Assistance Tool (VI-SPDAT) to determine the most appropriate intervention for persons experiencing homelessness: affordable housing, rapid re-housing, or permanent supportive housing. The tool will be

imbedded into HMIS and will help triage clients and ensure connection to the best intervention. Access to a CES assessment will occur through street outreach and engagement as well as shelters;

- Continuing to utilize Homeless Management Information System (HMIS) for all statistical data, on-going case management records, financial assistance provided and final outcomes of assistance or housing placement.
- Continuing support of a community outreach and education campaign that will raise awareness about households at-risk of becoming homeless and provides information about resources available through homeless prevention programs.
- Continuing to develop and define partnerships between local government and nonprofit and for-profit affordable housing developers to develop additional units of permanent affordable housing for extremely low-, very low-, and low-income homeless families and individuals;
- Develop additional units of permanent affordable housing for extremely low and very low-income families and individuals during the next five (5) years of implementation of plan;
- Develop units of permanent affordable housing for homeless veterans during the next five (5) years of implementation of plan.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City does not receive ESG funding. However, eligible public and private agencies are able to apply for Federal Emergency Solution Grant (ESG) through the California Department of Housing and Community Development (HCD). The City works closely with the Merced City and County Continuum of Care to establish funding policies and procedures as required by HCD. The City has a representative on the CoC Board of Directors which is the CoC entity that ensures HCD requirements which includes 1) determining how ESG funds will be allocated in that region; 2) identifying the performance standards for evaluating the outcomes of projects and activities; and 3) identify the funding, policies and procedures for the administration and operation of the HMIS, if appropriate.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

In order to obtain a comprehensive assessment of the needs and priorities within the community, the Consolidated Plan process included consultation with Merced citizens, service providers and City staff. A focus group was conducted with individuals from nine organizations, which represent and serve special populations, as well as economic development organizations. Key person interviews were conducted to supplement the focus group with an additional four organizations represented during the interview process. The participants in the public process served a broad range of populations, including:

- Organizations providing services to the chronically homeless, transitionally homeless and persons at risk of homelessness;

- Organizations serving Merced seniors;
- Organizations representing the business community;
- Housing developers;
- Organizations serving at-risk youth;
- Organizations working to ensure fair housing guidelines are followed;
- Organizations serving victims of domestic violence; and
- Merced City staff.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

1	**Agency/Group/Organization**	**Merced County**
	Agency/Group/Organization Type	Other government – County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Invited to participate in survey, public input meetings and to provide comments on the draft plan; attended community focus groups.
2	**Agency/Group/Organization**	**Merced City and County COC**
	Agency/Group/Organization Type	Other Government
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Housing Needs Assessment Market Analysis Anti-Poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Invited to participate in survey, public input meetings and to provide comments on the draft plan.
3	**Agency/Group/Organization**	**Housing Authority of the County of Merced**
	Agency/Group/Organization Type	Other Government
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Housing Needs Assessment Market Analysis Anti-Poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Invited to participate in survey, public input meetings and to provide comments on the draft plan.
4	**Agency/Group/Organization**	**Sierra Saving Grace Homeless Project**
	Agency/Group/Organization Type	Services - Housing Services-homeless

	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Housing Needs Assessment Anti-Poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Services - Housing Services-homeless
5	**Agency/Group/Organization**	**Merced Rescue Mission**
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Housing Needs Assessment Anti-Poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in a targeted interview on needs covered in the sections of the Plan discussed above.
6	**Agency/Group/Organization**	**Greater Merced Chamber of Commerce**
	Agency/Group/Organization Type	Other Government
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in a targeted interview on needs covered in the sections of the Plan discussed above.
7	**Agency/Group/Organization**	**Healthy House Within a Match**
	Agency/Group/Organization Type	Services - Education
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in community focus groups and stakeholder interviews.
8	**Agency/Group/Organization**	**Alpha Pregnancy Help Center**
	Agency/Group/Organization Type	Services - Children
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in community focus groups.
9	**Agency/Group/Organization**	**Alliance for Community Transformation**
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services – Victims
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Housing Need Assessment Public Housing Needs Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in community focus groups.
10	**Agency/Group/Organization**	**Project Sentinel**
	Agency/Group/Organization Type	Services-Housing Services- Fair Housing
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children Housing Need Assessment Public Housing Needs Market Analysis Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization attended community focus groups.
11	**Agency/Group/Organization**	**Central Valley Coalition for Affordable Housing**
	Agency/Group/Organization Type	Service- Housing

	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Housing Need Assessment Public Housing Needs Market Analysis Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	This organization participated in community focus groups.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Merced County	The County of Merced is a Continuum of Care applicant and conducts homeless counts, surveys of the homeless population, and strategic planning to end homelessness. Consistent with the goals of the CoC, the City of Merced's Strategic Plan will provide support to nonprofits that meet the social services needs of the City's residents with an emphasis on the homeless.
Housing Element	City of Merced	Based on the Regional Housing Needs Allocation (RHNA) set forth by the State of California, The Housing Element is the City's chief policy document for the development of affordable and market rate housing. Consistent with this policy document, the City will maintain and enhance the quality of existing residential neighborhoods through the BNP; and, promote and encourage fair housing opportunities for all economic segments of the community, regardless of age, sex, ethnic background, physical condition, or family size.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City participates in regional planning efforts with Merced County in the implementation of the Consolidated Plan as detailed above. We also work with the State of California Department of Fair Employment and Housing to track reported fair housing data. The City also works with the Merced County Association of Governments for regional housing of assisting low to moderate income residents and housing matters of significance to all communities.

Narrative (optional):

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Merced published all public hearings and ConPlan summaries in The Merced County Times and the Merced Sun-Star newspapers, as well as the City's website, for public review and comment. The summary described the contents and purpose of the ConPlan and listed the locations where copies of the entire plan could be examined. Upon completion of the draft ConPlan, it was available for public review and comment for 30 days. Copies of the ConPlan were available to the public at the City Hall.

As noted earlier, two public hearings were held with the City Council. Citizens who participated in the process received extensive information about the ConPlan, the citizen participation process, the HUD requirements for an entitlement City, the amount of funding that the City anticipates receiving and how those funds can be used by the City. Residents were given the opportunity to provide City staff with their input on the prioritization of community needs.

The 30-day review period ended on [ENTER DATE]. During the 30-day public review period the City did not receive comments.

Community Surveys were also administered at various public locations, including on-line on the City's website and at townhall meetings. Survey participants were asked about the levels of priority for separate items that were categorized under the following community needs: Housing; Infrastructure; Neighborhood Services; Community Services; Business and Jobs; Community Facilities; and, Special Needs Services. The City received 204 survey response, which assisted the City in its goal setting. As stated previously, the following summarizes the results of the survey based on the first two highest priorities per categories:

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	The City actively encouraged low- and moderate-income residents, persons of color, persons with disabilities and non-English-speaking residents to attend community meetings and hearings. In accordance with the Citizen Participation Plan, the City provided access and assistance to all residents. This includes: interpreters for non-English-speaking citizens; information provided through workshops, churches, the school district, and local community centers; and utilize sites for the public meetings that are accessible for persons with disabilities. All public hearings and meetings were held at convenient and accessible locations that accommodate persons with disabilities.	More programs and services are needed to respond to high levels of poverty especially in south Merced. There is a growing concern for youth leaving high school with limited job opportunities. Veterans, youth, people with substance abuse issues, and the chronic homeless were specific sub-populations discussed. More affordable housing and better public transportation for seniors is needed.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	The City actively encouraged low- and moderate-income residents, persons of color, persons with disabilities and non-English-speaking residents to attend community meetings and hearings. In accordance with the Citizen Participation Plan, the City provided access and assistance to all residents. This includes: interpreters for non-English-speaking citizens; information provided through workshops, churches, the school district, and local community centers; and utilize sites for the public meetings that are accessible for persons with disabilities. All public hearings and meetings were held at convenient and accessible locations that accommodate persons with disabilities.	[ENTER AFTER PUBLIC HEARING]		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Comment Period	Non-targeted/broad community	The draft Five-Year 2020-2024 Consolidated Plan and First-Year 2020 Annual Action Plan were published for comment to solicit feedback from community residents. The comment period was open from June 10, 2020 through July 10, 2020.	[ENTER AFTER COMMENT PERIOD CONCLUDES]		
4	Community Survey	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	The City published a survey to collect feedback from the public on community needs and fair housing issues. The survey was open online in English and Spanish from February 7, 2020 through March 13, 2020. The English survey received 204 responses. No responses were received for the Spanish survey, however, 27% of survey respondents identify as Hispanic.	Feedback revealed significant concerns with a lack of affordable housing, increasing homelessness, and needed infrastructure repair such as street lighting and sidewalks.	No comments were rejected.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Stakeholder Interviews	Targeted outreach	The City interviewed stakeholders in key issue areas to gain a deeper perspective on concerns raised through the non-targeted community outreach.	Stakeholders focused on the lack of affordable, accessible housing options for residents and an emphasis on service coordination.	No comments were rejected.	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

In order to ensure the most efficient and effective use of resources the City must first assess the needs of the community. In this section, the City's various demographic and economic indicators will be described and analyzed to provide the foundation needed for grant management.

Using data gathered by state, local, and federal sources the City can start to identify needs based on the broad trends in population, income, and household demographics. Primary data sources include the US Census Bureau, HUD, and Bureau of Labor Statistics. Once that data has been gathered, they can be examined with a more nuanced analysis of variables, such as how family and household dynamics relate to race and housing problems.

A key goal of the Needs Assessment section is to identify the nature and prevalence of housing problems experienced by the City's residents. Per HUD's definition, there are four housing problems that are assessed:

- Cost-Burden, which is defined as households who spend 30% or more of their income on housing costs
- Lack of Complete Plumbing
- Lack of Complete Kitchen Facilities
- Overcrowding

In addition to the demographics analyzed, this section also looks at factors that impact or are impacted by the housing market. The City's public housing, the needs of those facing homelessness, and non-homeless special needs are also discussed. Finally, non-housing development needs like public services and infrastructure are also analyzed to assist in determining where resources should be allocated.

Whenever possible, each of these issues is juxtaposed with economic and demographic indicators to determine if certain groups carry a disproportionate burden. Understanding the magnitude and prevalence of these issues in the City of Merced is crucial in aiding in setting evidence-based priorities for entitlement programs.

Throughout this document, Census Tracts will be used to provide for geographic comparisons. These visualizations will help guide resources into neighborhoods that may need additional support and identify living patterns that may be associated with poverty, income, housing type, and other data points.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The housing needs of a community are, like all items in the market economy, a product of supply and demand. However, determining the factors that impact supply and demand is much more complicated than building one house for one household. Changes in population, household size, availability of rental housing, income, and the condition of a property all work to shift the community's housing needs.

The following section will show that the greatest housing issue facing the citizens of Merced is affordable housing. According to the 2014-2018 American Community Survey 5-Year Estimates, there are approximately 11,242 cost burdened households in the City, making up 45.2% of the population. Renters are more likely to be cost burdened, approximately 57.8% pay over 30% of their income towards housing. Homeowners are better off but still 35.4% of those with a mortgage and 9.9% of those without a mortgage are cost burdened. This points to the current housing supply being either too small or too expensive.

Demographics	Base Year: 2010	Most Recent Year: 2018	% Change
Population	77,080	82,289	7%
Households	23,753	25,827	9%
Median Income	$36,269.00	$42,637.00	18%

Table 5 - Housing Needs Assessment Demographics

Alternate Data Source Name:
2006-2010 ACS, 2014-2018 ACS
Data Source Comments:

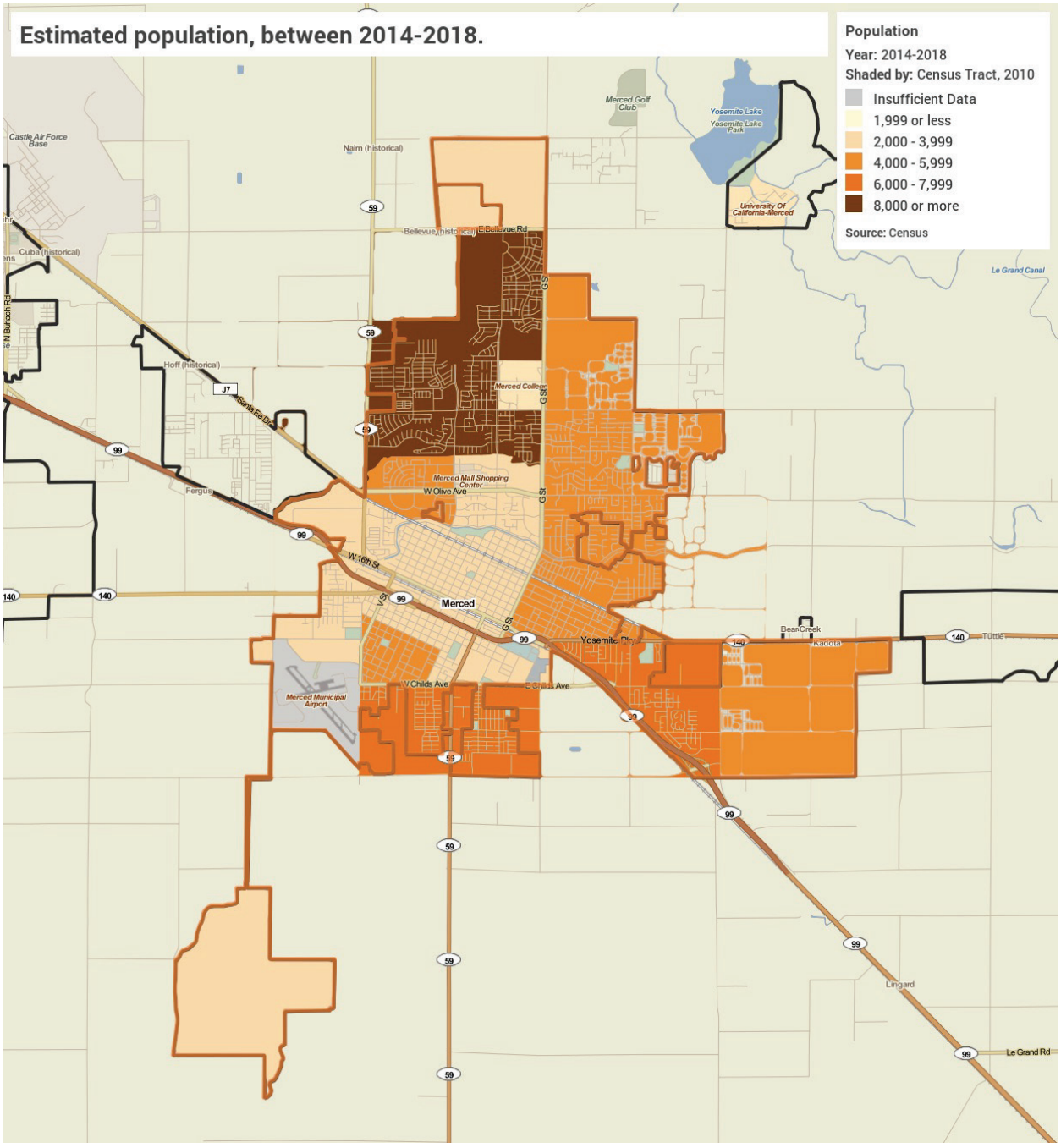
Since 2010, the population of Merced has increased by approximately 8%. During the same time period the number of households in the City increased more quickly. This indicates a situation where the household size is reducing throughout the City.

The Median Household Income (MHI) in Merced increased by 18%. However, this growth in income has barely kept up with inflation. According to the Bureau of Labor Statistics (BLS) inflation calculator, a household in Merced that had an income of $36,269 in 2010 would have the same purchasing power as $41,488 in 2018. The actual increase in purchasing power in Merced was 2.8%. It is also worth remembering that the median household income calculation is a single data point and does not provide information on the distribution of wealth or if certain income groups are growing or lagging.

Population - 2018

The following map displays the population density throughout the City by census tract. Census tracts are determined by the US Census Bureau and are adjusted every 10 years upon completion of the decennial census. Tract boundaries are created to include a similar number of people into the same tract and does not generally take into account the size of the area covered.

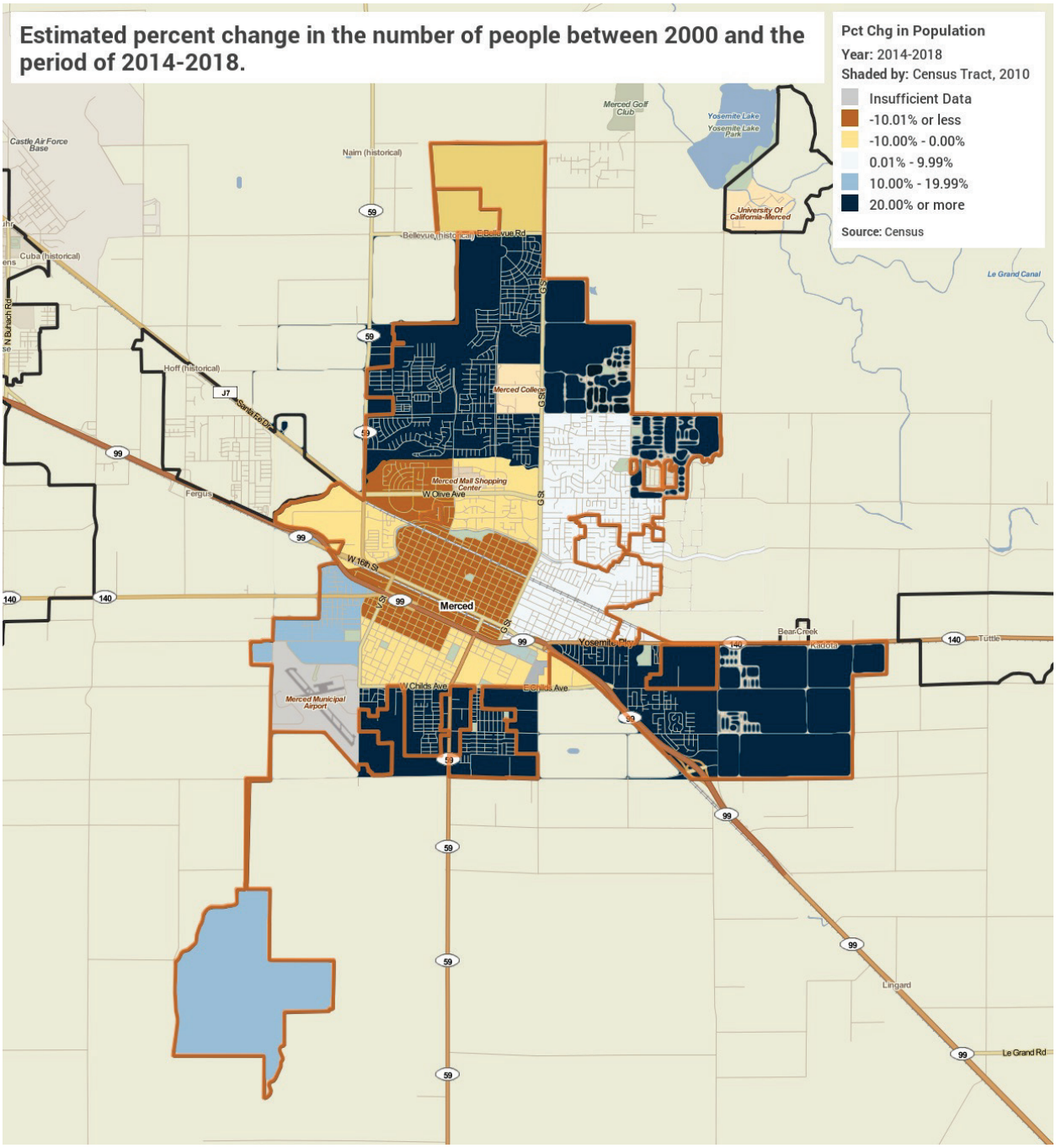
In Merced, populations seem to be higher in tracts around the edges of the City. In particular, in the northern tracts there are 8,000 residents or more living. What this relatively large population tells us is that since 2010 those areas have likely experienced above average growth. The tracts with a relatively small population, under 4,000, have likely seen a population decrease since the last census. The reason for this population shift involves a number of factors, many of which will be discussed throughout the Needs Assessment and Market Analysis.



Population

Change in Population

The map below displays the population change throughout the jurisdiction since 2000. The average population growth in the jurisdiction was 7%, but that growth is not evenly distributed throughout the area. As noted above, tracts with significant growth (colored dark blue) are in areas that have a relatively large population per tract. In these areas the population grew by 20% or more since 2000. On the other end of the spectrum, tracts with a relatively small population tend to have seen the population decrease by 10% or more.



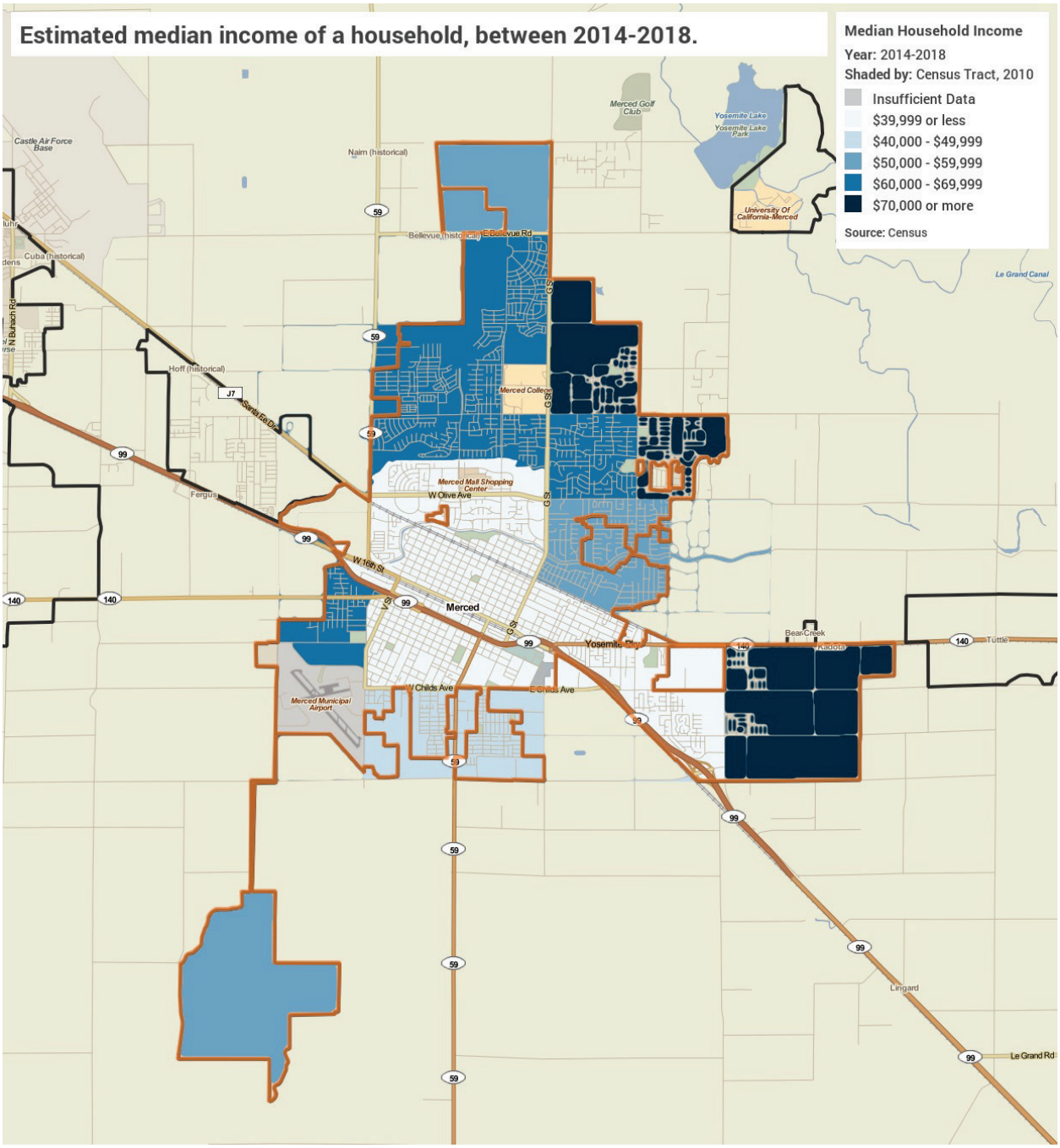
Population Change

Median Household Income

As noted above, the 2018 Median Household Income in Merced is $42,637. However, when broken down by census tract it is clear that incomes vary significantly across the City. Tracts in the center part of the City had the lowest MHI, under $40,000. These tracts are in the same areas that saw the population decrease since 2000. High MHI tracts that are over $60,000 are found in high growth areas that saw the population increase substantially. Considering how closely linked housing affordability, poverty, and

other issues are to income it is important to understand and attempt to address these disparities. Wealth concentrated in a few areas can lead to many residents having limited access to low-poverty areas and contribute to the prevalence of Racially/Ethnically Concentrated Areas of Poverty (R/ECAPs).

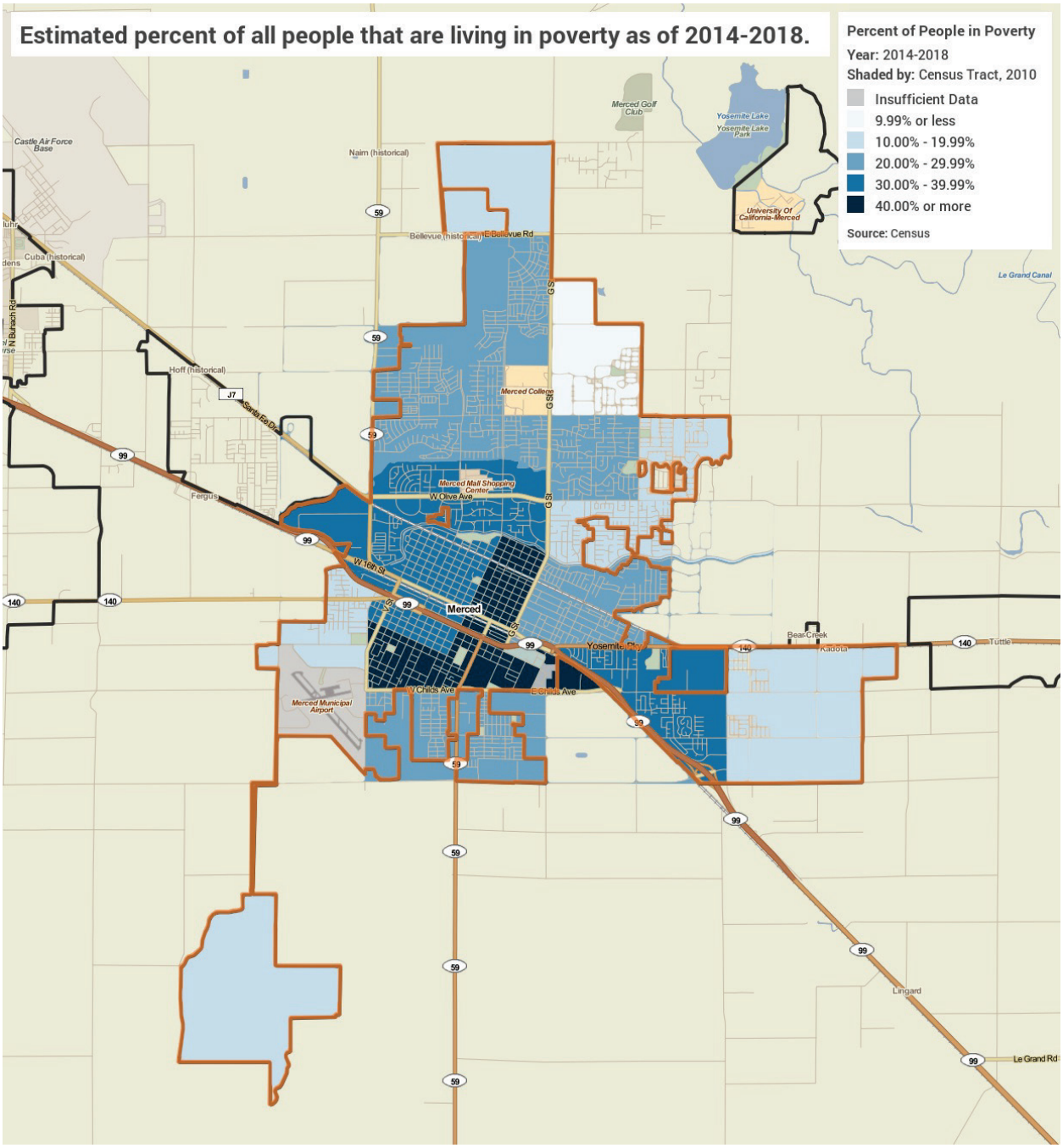
Source: 2014-2018 American Community Survey 5-Year Estimates



Median Household Income

Poverty

In many ways, the poverty map below shows a close relationship with the previous median household income map. Areas with lower MHIs tend to have higher poverty rates. In Merced, the 2018 poverty rate was 29.7%. Again, we see areas of the City where there is a stark difference in a geographically condensed area. High poverty tracts where 40% or more of the residents live below the poverty line are found in the central part of the City, just a short distance from areas where the poverty rate is less than 10%.



Poverty Level

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	5,080	3,705	4,605	2,235	9,815
Small Family Households	1,895	1,620	1,970	950	4,770
Large Family Households	920	785	850	455	1,265
Household contains at least one person 62-74 years of age	635	605	770	430	2,085
Household contains at least one person age 75 or older	230	340	495	285	780
Households with one or more children 6 years old or younger	1,504	1,190	1,385	584	1,755

Table 6 - Total Households Table

Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

HAMFI Definitions

In the above table, data from HUD's Comprehensive Housing Affordability Strategy (CHAS) is used to develop a more detailed look at households in Merced. This data is slightly older than the previously used census data, but it allows for a demographic analysis based on relative income. The HUD Area Median Family Income (HAMFI) provides a baseline for income in the area.

This document will use the following income group definitions:

- Extremely Low Income: 0-30% HAMFI
- Very Low Income: 30-50% HAMFI
- Low Income: 50-80% HAMFI
- Moderate Income: 80-100% HAMFI
- Above Moderate Income: >100% HAMFI

Number Households

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	40	25	95	25	185	4	0	0	0	4
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	210	65	95	4	374	45	15	55	15	130
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	565	405	270	105	1,345	4	75	50	55	184
Housing cost burden greater than 50% of income (and none of the above problems)	2,435	865	155	0	3,455	450	200	405	80	1,135

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	450	1,180	1,335	100	3,065	75	340	390	335	1,140
Zero/negative Income (and none of the above problems)	295	0	0	0	295	110	0	0	0	110

Table 7 – Housing Problems Table

Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

Housing Needs Summary

Using CHAS data, the table above gives an overview of housing problems in the City by income group and tenure (renter or homeowner). In Merced, the most prevalent housing problem is cost burdened households. In the City there are 6,520 renters and 2,275 homeowners who pay 30% or more of their income to housing expenses. More troubling, the majority of these households are severely cost burdened and spend more than half their income on housing expenses.

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	3,695	2,540	1,945	235	8,415	580	630	895	485	2,590
Having none of four housing problems	365	305	1,155	880	2,705	40	230	610	635	1,515

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Household has negative income, but none of the other housing problems	295	0	0	0	295	110	0	0	0	110

Table 8 – Housing Problems 2

Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

Severe Housing Problems

In general, severe housing problems are significantly more likely for lower income residents. Over 75% of the renter households and 63% of homeowners who make between 0-100% AMI have a severe housing problem. Given the data presented in Table 3 it is clear that the most common housing problem is cost burden.

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,605	1,120	730	3,455	115	215	355	685
Large Related	670	450	255	1,375	105	110	80	295
Elderly	260	215	110	585	145	155	130	430
Other	1,210	490	435	2,135	150	40	95	285
Total need by income	3,745	2,275	1,530	7,550	515	520	660	1,695

Table 9 – Cost Burden > 30%

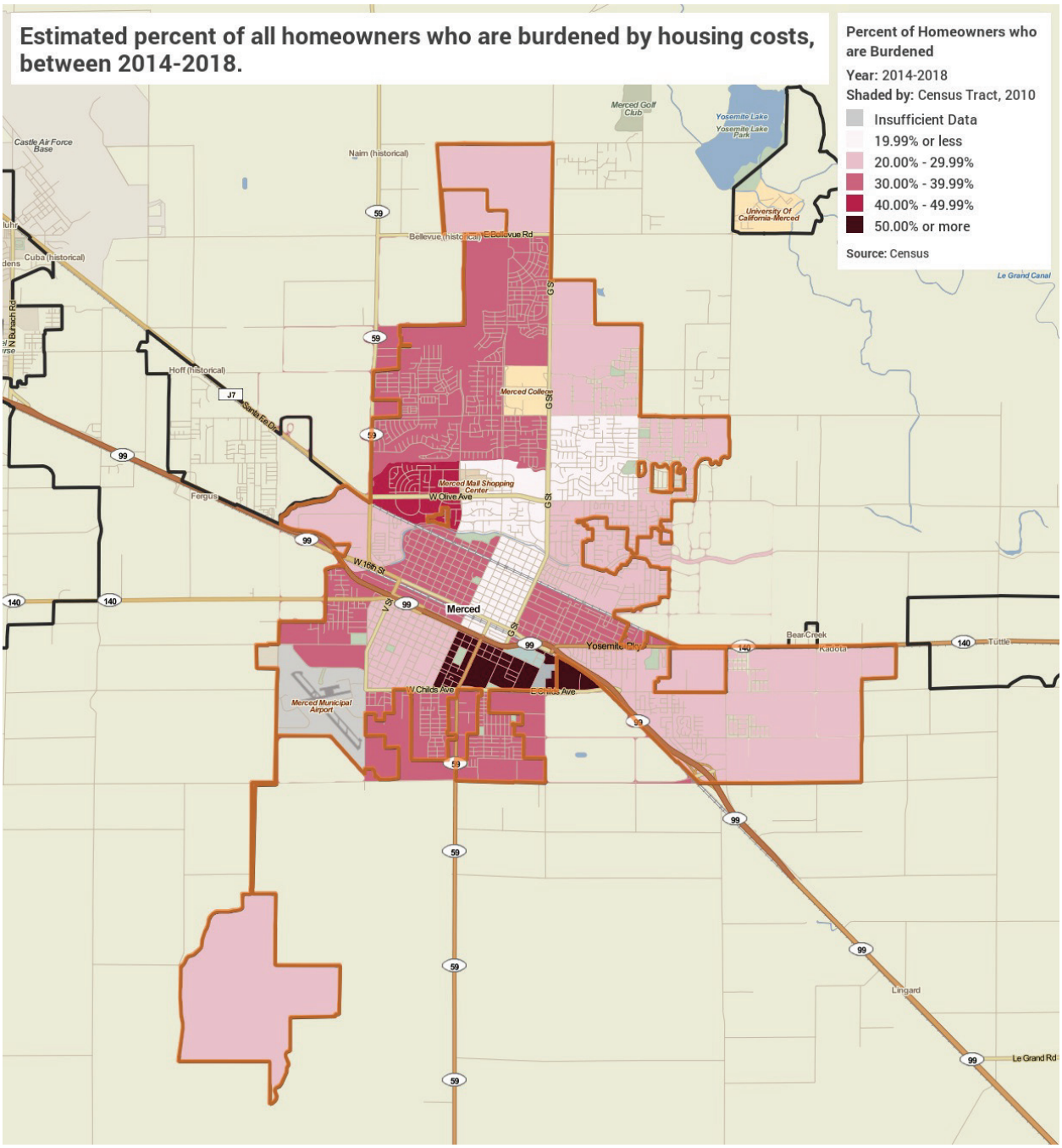
Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

Housing Cost-Burdened

The above table shows the number of households who are cost burdened by tenure and income. Overall, the lower income a household has the greater the likelihood that they are cost burdened. Renters are also more likely to be cost burdened than home owners.

Like most economic indicators, the likelihood a household being cost burdened is correlated with where the household lives. This is due to factors effecting both supply and demand for housing. Areas with a low median income have a demand for less expensive units and areas with a high median home value may only have units that are out of reach for low income households. The following maps display cost burdened as determined by the US Census Bureau, while it is not separated by income group it is available by census tract for comparison.

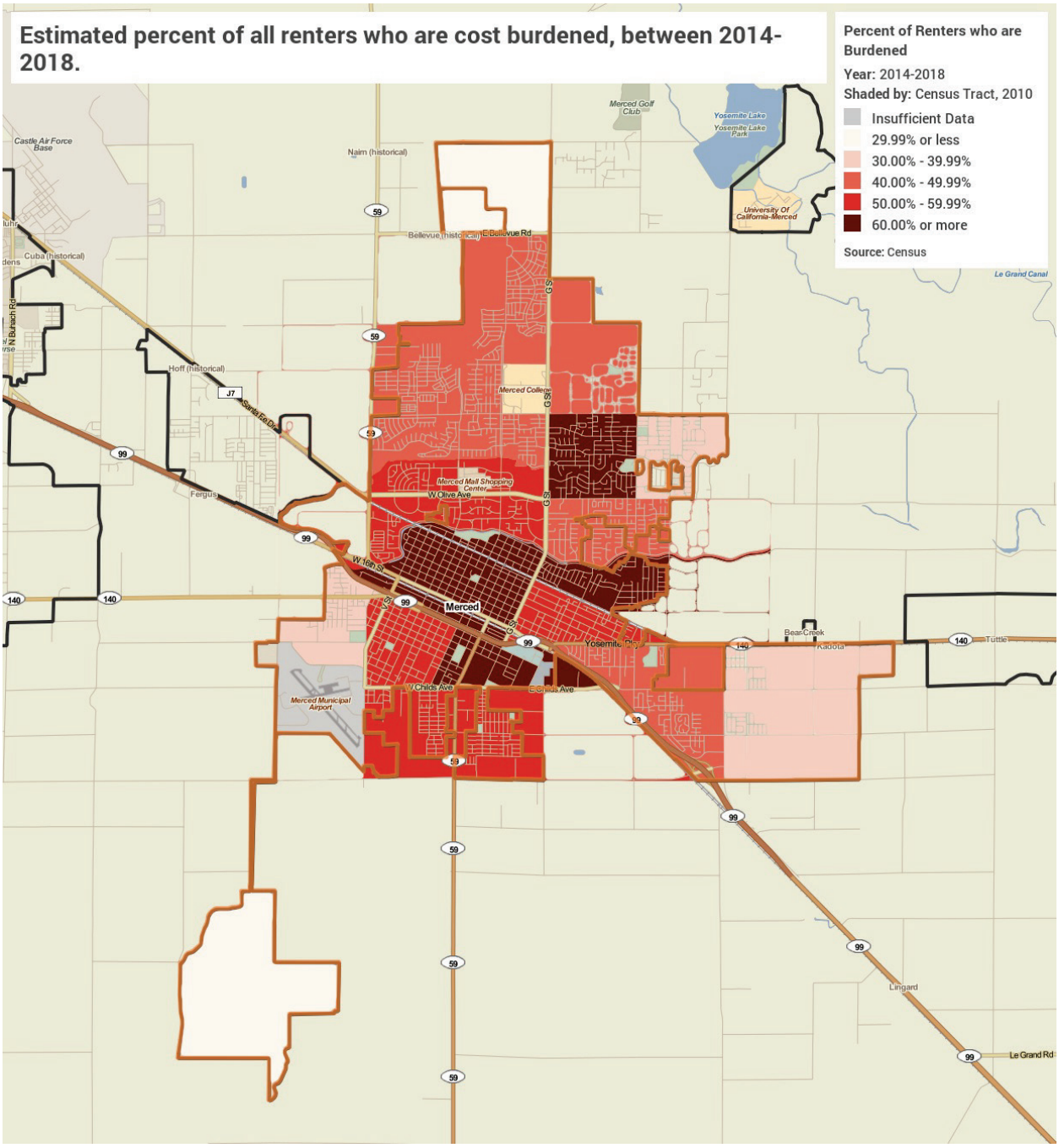
Cost burdened owner-occupied households are found throughout the City. However, there is one tract that stands out as having a disproportionately high number. In the center part of the City south of Highway 99 there is an area where over half of all home owners are cost burdened. This is a stark contrast to the tract across the highway to the north where less than 20% of homeowners have this housing problem.



Cost Burdened Homeowners

Renter Cost-Burdened

For renters in Merced the cost burden rates are much higher across the whole City. There are several areas where over 60% of renters are cost burdened and only one tract where fewer than 30% of renters are cost burdened. These households are at particular risk for housing instability because just one unexpected expense could force them to choose between buying food, paying rent, or other necessary expenses.



Cost Burdened Renters

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,310	425	35	1,770	95	105	230	430

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Large Related	520	105	45	670	75	55	25	155
Elderly	195	115	35	345	90	40	20	150
Other	845	245	80	1,170	40	15	65	120
Total need by income	2,870	890	195	3,955	300	215	340	855

Table 10 – Cost Burden > 50%

Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

Severe Cost Burden

Most cost burdened households pay enough to their household costs to be classified as severely cost burdened. For these households, 50% or more of their income goes to housing. Even a minor unexpected expense or increase in utilities can lead to housing instability and put them at risk of homelessness. There are nearly 5,000 households who are severely cost burdened and they are primarily renters.

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	690	340	200	35	1,265	19	70	50	45	184
Multiple, unrelated family households	70	89	165	90	414	30	15	55	25	125
Other, non-family households	10	45	0	0	55	0	0	0	0	0
Total need by income	770	474	365	125	1,734	49	85	105	70	309

Table 11 – Crowding Information – 1/2

Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

Overcrowded

HUD defines an overcrowded household as one having more than one occupant per room. In Merced, overcrowding is relatively rare but there is a noticeable difference due to housing tenure. For households earning less than 100% AMI, lower incomes are correlated with higher rates of overcrowding. There are over 2,000 households that are overcrowded.

As seen below, children are present in more renter households than homeowner households. In renter households, children are more common in lower income households: but, for homeowners, children tend to be in higher income households.

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	1,420	1,045	1,080	3,545	84	145	305	534

Table 12 – Crowding Information – 2/2

Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

Describe the number and type of single person households in need of housing assistance.

Residents who live alone may have an increased risk of housing instability. The median household income for a single person household is $26,616 in Merced, which is over $15,000 less than the citywide MHI of $42,637 Single person households are also more likely to not have access to a personal vehicle, which can limit transportation options making commuting more difficult.

In Merced, single-person households are more likely to be renters. Given the information analyzed earlier it is likely that many of these households are cost burdened. That amounts to 5,778 households that may need housing assistance.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Disability

Residents who have disabilities often have additional housing needs in order to maintain safe, secure, and affordable homes. In some cases, the resident will need modifications to the unit to make it accessible. In Merced, there are 12,890 residents who report having a disability, or 15.8% of the population. Unsurprisingly, the likelihood that a resident has a disability increases with age and nearly 65% of all residents 75 or older report a disability.

In order to properly address the needs of this population it is important to understand how common different types of disabilities are. The most commonly reported disability is independent living difficulty which is defined by the US Census Bureau as “a physical, mental, or emotional problem, having difficulty doing errands alone such as visiting a doctor’s office or shopping”. The second most common disability reported is ambulatory difficulty. This disability is defined by the US Census Bureau as “having serious difficulty walking or climbing stairs.”

Survivors of Domestic Violence, Dating Violence, Sexual Assault, and Stalking

Gathering accurate statistics on the number of survivors of the listed crimes is incredibly difficult. Many incidents go unreported for a variety of reasons, including fear of future violence, loss of children, and lack of housing or economic support. It is important that resources are dedicated to providing support and safety for residents in need of escaping and reporting violence.

According to data reported by the Merced Police Department, there were 30 reported rapes in 2019. The US Department of Justice estimates that only 34.8% of sexual assaults are reported. In Merced, there may be over one hundred residents in need of housing support due to being a survivor of violence.

What are the most common housing problems?

As discussed above, the most common housing problem in Merced is Cost Burden. According to the 2014-2018 American Community Survey 5-Year Estimates, there are approximately 11,242 cost burdened households in the City, making up 45.2% of the population. Renters are more likely to be cost burdened, approximately 57.8% pay over 30% of their income towards housing. Homeowners are better off but still 35.4% of those with a mortgage and 9.9% of those without a mortgage are cost burdened.

Are any populations/household types more affected than others by these problems?

Lower income households experience more housing problems across the board. The extremely low-income income range (30% AMI and below) is statistically more likely to have at least one problem than other income ranges, and extremely low-income renters more so than owners. When those facts intersect, we see that low and extremely low-income renters are more affected by housing problems than other groups.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the

needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

HUD defines extremely low-income households as households that earn 0-30% AMI (area median income), and severe housing cost burden as housing expenses that are greater than 50% of income.

As indicated in 2016 CHAS data in Housing Needs Summary Tables, the lack of affordable housing is by far the greatest housing problem for extremely low-income households and families with children in the region. For extremely low-income households, there are 4,590 households with severe housing cost burden greater than 50%. These households are at imminent risk of becoming homeless. Furthermore, there are 1,504 extremely low-income households with children in the City, the majority of which are renters.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The City of Merced does not provide estimates of at-risk populations to supplement data from the US Census Bureau and HUD.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Housing instability is often a complex problem is impacted by housing, economic, and social issues. Housing characteristics linked with housing instability include extremely low income, lack of support for residents who are currently homeless, unaccompanied youth, and youth aging out of foster care. Renters are also at an increased risk of instability due to their home being owned by another person who may decide to take the rental unit off the market. Housing characteristics alone are not the only factor involved with instability and risk of homelessness. Additional factors such as drug and alcohol addiction, crime, health, education, and other factors are discussed in the City's Analysis of Impediments to Fair Housing Choice.

Discussion

N/A

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

An important aspect of understanding the needs of the community is to identify if any racial or ethnic groups face a greater need in the community. In this section, the existence of housing problems amongst racial groups is compared to the City as a whole within each income group. For this purpose, HUD guidelines deem a disproportionately greater need to exist when persons of a particular racial or ethnic group experience housing problems at a rate at least 10 percentage points higher than the jurisdiction as a whole.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,275	405	405
White	1,335	90	180
Black / African American	359	15	90
Asian	370	35	70
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	2,095	230	40
0	0	0	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,170	535	0
White	825	150	0
Black / African American	280	20	0
Asian	305	39	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	1,745	310	0
0	0	0	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,840	1,765	0
White	990	565	0
Black / African American	255	95	0
Asian	345	255	0
American Indian, Alaska Native	0	0	0
Pacific Islander	20	0	0
Hispanic	1,210	830	0
0	0	0	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	720	1,515	0
White	360	730	0
Black / African American	0	30	0
Asian	50	55	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	300	690	0
0	0	0	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

Extremely Low Income: In the City of Merced, 91.3% of the population has at least one housing problem. There are no racial or ethnic groups that are disproportionately impacted in this income group.

Very Low Income: The jurisdiction-wide rate of housing problems for this income group is 85.6%. There are no racial or ethnic groups that are disproportionately impacted in this income group.

Low Income: In this income group approximately 61.7% of the households have a housing problem. There are two groups that are disproportionately impacted by housing problems. Approximately 73% of Black or African American households and 100% of Pacific Islander households experience at least one housing problem.

Moderate Income: Residents in this group are significantly less likely to have a housing problem than other groups. Overall, 32.2% of the population reports a housing problem. Asian households are the only group that are disproportionately impacted, nearly 48% of these households experience a housing problem.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Similar to the above section, below severe housing problems are broken down by race and ethnicity and household income. The goal is to identify any groups that are disproportionately impacted by severe housing problems. The same HUD guidelines are used, a disproportionately greater need exists when persons of a particular racial or ethnic group experience severe housing problems at a rate at least 10 percentage points higher than the jurisdiction as a whole.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,750	930	405
White	1,205	215	180
Black / African American	269	105	90
Asian	310	95	70
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	1,855	470	40
0	0	0	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,650	2,055	0
White	400	575	0
Black / African American	110	195	0
Asian	140	205	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	995	1,050	0
Other	0	0	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,115	3,490	0
White	330	1,225	0
Black / African American	10	335	0
Asian	170	425	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	20	0
Hispanic	580	1,460	0
Other	0	0	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	285	1,945	0
White	90	1,000	0
Black / African American	0	30	0
Asian	35	75	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	170	820	0
Other	0	0	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

Extremely Low Income: In the City of Merced a significant number of extremely low-income residents have a severe housing problem. At the jurisdiction level 80.1% of all residents in this income group are disproportionately impacted. According to the available data, 100% of American Indian or Alaska Native households have a severe housing problem.

Very Low Income: Households in this group are significantly less likely to have a severe housing problem then the above group, only 44.5% of very low-income households have a severe housing problem. There are no minority racial or ethnic groups disproportionately impacted.

Low Income: Only 24.2% of residents in this group have a severe housing problem. There are no groups disproportionately impacted.

Moderate Income: At the City level only 12.8% of the moderate-income residents have a severe housing problem. One group is disproportionately impacted by severe housing problems. Approximately, 100% of Asian households report a severe housing problem.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

Given the prevalence of cost burdened households a deeper analysis of the data is warranted. The cost burden and severe cost burden rates are broken down by racial and ethnic groups. HUD guidelines deem a group is disproportionately impacted when persons of a particular racial or ethnic group experience cost burden or severe cost burden at a rate at least 10 percentage points higher than the jurisdiction as a whole.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	14,049	5,580	5,373	435
White	6,035	2,015	1,855	210
Black / African American	470	640	364	90
Asian	1,370	520	470	70
American Indian, Alaska Native	30	0	4	0
Pacific Islander	4	20	0	0
Hispanic	5,870	2,320	2,580	40

Table 21 – Greater Need: Housing Cost Burdens AMI

Alternate Data Source Name:
2012-2016 CHAS
Data Source Comments:

Discussion:

Cost Burden: Overall, 22.3% of the population pays between 30% and 49.9% of their income to housing expenses. Two racial or ethnic groups are disproportionately impacted. Approximately 43.4% of Black or African American households and 83.3% of Pacific Islander households are cost burdened

Severe Cost Burden: At the city level 21.5% of the population has a severe cost burden by paying over 50% of their income to household expenses. There are no groups who are disproportionately severely cost burdens.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Throughout the City of Merced there were several groups that have a disproportionately greater need and are summarized below.

Housing Problems

- Extremely Low Income: No racial or ethnic groups
- Very Low Income: No racial or ethnic groups
- Low Income: Pacific Islander and Black or African American households
- Moderate Income: Asian households

Severe Housing Problems

- Extremely Low Income: American Indian or Alaska Native households
- Very Low Income: No racial or ethnic groups
- Low Income: No racial or ethnic groups
- Moderate Income: Asian households

Housing Cost Burden

- Cost Burden: Black or African American and Pacific Islander households
- Severe Cost Burden: No racial or ethnic groups

If they have needs not identified above, what are those needs?

An additional analysis of the relationship between race and ethnicity, income, and housing problems is included in section MA-50.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The relationship between racial or ethnic groups and specific neighborhoods is included in section MA-50.

NA-35 Public Housing – 91.205(b)

Introduction

Public housing was established to provide decent and safe rental housing for eligible low- and moderate-income families, the elderly, and persons with disabilities. Public housing includes federally subsidized, affordable housing that is owned and operated by the public housing authorities. The City of Merced does not own public housing, however it works in close collaboration with the Housing Authority of the County of Merced (HACM) to provide public housing within the City.

The City of Merced will continue to work independently and closely with the HACM and local nonprofits to provide assistance to low-income families as well as develop public housing projects in Merced. The Housing Authority of the County of Merced provides and manages public housing, including the Housing Choice Voucher program, formerly known as Section 8. As of the 2019-2020 PHA Plan FY, the waiting list for this program was over 4,553 families.

The lack of affordable, decent housing is a major issue in Merced County. Developing enough affordable housing in the jurisdiction to meet the need is a huge challenge for stakeholders seeking to improve the quality of life for a large sector of our population. The numbers included in this table are the number of public housing units and housing vouchers in Merced County, which is the lowest level at which the HACM reports data to HUD.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	20	421	2,856	352	2354	103	27	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Alternate Data Source Name:
Housing Authority of the County of Merced
Data Source Comments:

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	20071	16021.75	15975.39	16021.75	0	11328
Average length of stay	0	0	6.8	5	5.5	5	0	5
Average Household size	0	0	3	4	0	4	0	4
# Homeless at admission	0	0	57	1	37	127	73	1
# of Elderly Program Participants (>62)	0	0	202	540	121	540	0	0
# of Disabled Families	0	0	123	719	61	719	0	0

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of Families requesting accessibility features	0	0	0	0	0	0	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: Housing Authority of the County of Merced

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	980	3234	795	3234	58	0	0
Black/African American	0	0	126	712	124	712	14	1	0
Asian	0	0	37	642	127	642	0	1	0
American Indian/Alaska Native	0	0	4	58	34	58	1	0	0
Pacific Islander	0	0	2	18	3	18	0	0	0
Other	0	0	0	0	0	0	0	0	0

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Table 24 – Race of Public Housing Residents by Program Type

Data Source: Housing Authority of the County of Merced

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	268	986	184	986	6	10	0
Not Hispanic	0	0	153	1041	134	1641	67	10	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

If an applicant family's head or spouse is disabled, HACM will assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available. In addition, HACM will have a mechanism for referring a family that includes a member with mobility impairment to an appropriate accessible unit.

On March 24, 2020 the HCV/Section 8 waiting list was reopened and stayed open through April 2, 2020. Currently, the waiting list is 4,553 families with the 68% being extremely low-income. There were 561 families on the list with a disabled member (12%) in need of accessible units.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The most immediate need of residents of public housing and HCV holders is additional services, affordable housing and incomes that can support self-sustainability. The need for affordability is indicated by the number of households on the waiting lists for the voucher program, however the waiting list is currently closed.

Residents of publicly supported housing also have lower incomes on average than the general population. The average income of residents in public housing is $20,071 and for the HCV program it is $16,021.39. Without the help of subsidized housing, they would not be able to afford housing at market rates.

How do these needs compare to the housing needs of the population at large

The housing needs for residents of public housing and housing choice voucher holders are similar to those of the population at large, but to a higher degree. There is a significant need for affordable housing units, accessible units, units in a variety of sizes and types, and units with transportation options. There is also a need for economic opportunities that match the skills of workers in the community.

Discussion

N/A

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

Homelessness is a particularly troublesome and complex issue that most communities across the United States must address. A major reason that homelessness is difficult to address is that it has many causes with overlapping and interrelated variables. The cause of any single person's homelessness often lies, not in a single factor, but at the convergence of many events and conditions. From one perspective, homelessness is an economic problem caused by unemployment, lack of affordable housing options, or poverty. From another perspective, homelessness is a health issue because many homeless persons struggle with mental illness, physical disabilities, HIV/AIDS, substance abuse, or a combination of those health factors. A third perspective is to view homelessness as a social problem with factors such as domestic violence, educational attainment, and race lying at the root. In reality, homelessness can be caused by all of these issues and they are often interrelated. Due to this complexity, addressing homelessness requires a collaborative and community-based approach.

The Stewart B. McKinney Homeless Assistance Act defines the "homeless" or "homeless individual" or "homeless person" as an individual who lacks a fixed, regular, and adequate night-time residence; and who has a primary night-time residence that is:

- A supervised publicly or privately-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
- An institution that provides a temporary residence for individuals intended to be institutionalized; or
- A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings

The Merced City and County Continuum of Care (CoC) is the leading organization serving the homeless population in the City and the County. The data below is from the 2019 Point-in-Time (PIT) Count, which was taken in the last week of January. The PIT count shows a snapshot of people experiencing homelessness on any given night in the CoC area, of which on that night was 473 people. In the table below, the first three rows categorize the sheltered and unsheltered homeless count, and the rest of the rows are sub-categories of the homeless count.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	50	4	0	0	0	0
Persons in Households with Only Children	0	3	0	0	0	0
Persons in Households with Only Adults	144	272	0	0	0	0
Chronically Homeless Individuals	45	129	0	0	0	0
Chronically Homeless Families	21	0	0	0	0	0
Veterans	2	16	0	0	0	0
Unaccompanied Child	5	16	0	0	0	0
Persons with HIV	2	7	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments: 2019 PIT Count. Data provided by the HUD 2019 Continuum of Care Homeless Assistance Programs Homeless Populations and Subpopulations Report. This Data is based on point-in-time information provided to HUD by the CA-520 Merced City & County Continuums of Care (CoC). CoCs are required to provide an unduplicated count of homeless persons according to HUD standards (explained in HUDs annual HIC and PIT count notice and HUDs Point-in-Time Count Methodology Guide.

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Below is a summary of each homeless population category type. This data is from the 2019 Point-in-Time (PIT) Count, which was provided to HUD by the CA-520 Merced City & County Continuum of Care (CoC).

Chronically Homeless Individuals and Families:

According to the 2019 PIT Count, there were 174 persons that were reported as chronically homeless with 129 being unsheltered (73%). There were also 21 chronically homeless families. Mental health issues are often correlated with chronic homelessness.

Households with Adults and Children:

There were 54 persons in households with adults and children experiencing homelessness. Of this number, 50 were sheltered and 4 were unsheltered. Homeless families with children are in need of multi-bedroom housing, access to schools and educational resources. Working to get children out of homelessness will greatly improve the future success of the children in the City. Prolonged exposure to homelessness may increase harm to the development of children due to the lack of housing stability and the increased risk of living in poverty which include hunger and the lack of access to healthcare.

Veterans and Their Families:

There were 18 veterans in the 2019 PIT count with 16 being unsheltered (89%). There was no data with veterans and their families. Veterans are more likely to have a disability than non-veterans. Veterans are in need of veteran-specific supportive services such as trauma counseling and assistance with navigating the resources available through the VA.

Unaccompanied Youth:

Homeless youth are likely to have fled or been abandoned by parent(s) with mental health issues, drug addiction, or another family crisis. Similar to households with adults and children, increased exposure to homelessness can cause harm to the development of children due to the lack of housing stability and the increased risk of living in poverty which include hunger and the lack of access to healthcare. According to

the 2019 PIT Count, there were 21 unaccompanied youth and young adults that were experiencing homelessness. The majority were unsheltered with 16 youth (76%).

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	242	203
Black or African American	49	30
Asian	1	0
American Indian or Alaska Native	3	9
Pacific Islander	1	2
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	95	112
Not Hispanic	225	176

Data Source Comments: 2019 PIT Count. Data provided by the HUD 2019 Continuum of Care Homeless Assistance Programs Homeless Populations and Subpopulations Report. This Data is based on point-in-time information provided to HUD by the CA-520 Merced City & County Continuums of Care (CoC). CoCs are required to provide an unduplicated count of homeless persons according to HUD standards (explained in HUDs annual HIC and PIT count notice and HUDs Point-in-Time Count Methodology Guide.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

There were 54 persons in households with adults and children experiencing homelessness. As mentioned in this section, an increased exposure to homelessness can cause harm to the development of children due to the lack of housing stability and the increased risk of living in poverty which includes hunger and the lack of access to healthcare.

There were 18 veterans in the 2019 PIT count with 16 being unsheltered (89%). There was no data with veterans and their families. Veterans are more likely to have a disability than non-veterans and this is also true for homeless veterans. Housing for homeless veterans may require reasonable accommodations that will meet their unique needs especially if they have a disability.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

2019 PIT data shows that a majority of the homeless population was White with 82%. Black or African Americans were the second largest group with 15% and all other races were less than 3%. Persons who identify ethnically as Hispanic were 34% of the homeless population.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

There are more unsheltered homeless than sheltered homeless according to the 2019 PIT count. Of the total 473 persons experiencing homelessness, 279 were unsheltered (59%) compared to 194 that were sheltered (41%).

Persons experiencing homelessness that were sheltered were counted in emergency shelters and transitional housing settings. Unsheltered homeless are from settings that are not meant for human habitat and may include the street, abandoned buildings and cars.

Discussion:

N/A

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

The non-homeless special needs assessment includes the elderly, persons with disabilities, persons with HIV/AIDS, and persons with drug and alcohol addictions. Services to these populations are critical in the prevention of homelessness. Common special needs populations identified in the city's consolidated plan public/stakeholders' forums included ex-offenders, and persons in need of non-traditional childcare (nights, evening, weekends).

Describe the characteristics of special needs populations in your community:

Elderly: The elderly population faces increased challenges and providing decent, affordable housing is incredibly important. It is medically beneficial and emotionally comforting for this population to remain in a familiar setting and, as a result, strong emphasis is placed on the elderly maintaining a lifestyle that is as independent as possible. Unfortunately, the elderly population is often on a limited income and/or has a disability, which puts financial pressure on them that reduces independence. As prices throughout the community inflate, the elderly population generally lacks the ability to increase their income to match.

According to the most recent data available, there are approximately 20,004 residents over the age of 65 in the City, making up 9.5% of the population. The disability rate for elderly residents is higher than the general population and the availability of affordable and accessible housing is of utmost importance.

HIV/AIDS: See discussion below in this section.

Alcohol and Drug Addiction: Gathering accurate data about alcohol and drug addiction within a community is difficult. Addiction often goes unrecognized because people don't seek help for fear of facing criminal charges. Usually, only when someone overdoses, gets arrested, or seeks treatment are they counted in statistics.

Disability: There are 12,890 people in the City who have a disability, which is 15.8% of the population. Unsurprisingly, disability is correlated with age and older residents are more likely to have one or more disabilities. While the rate of childhood disabilities is low, it is still an important demographic to consider. Households with a child with a disability face unique challenges due to the additional expense and time that it can take to properly care for the child.

What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly: The types of housing for the elderly and frail elderly vary depending on the special features and/or services needed to meet the needs of older residents. Factors that must be considered in developing housing for the elderly include location, services and amenities, proximity to health care, shopping, and other services, affordability, and ease of upkeep. Various categories of housing for the elderly are independent and assisted living, nursing homes and other support facilities such as adult day care, respite and senior center facilities.

Elderly persons generally need an environment that provides several areas of assistance or convenience. First, the availability of healthcare is important, since health problems generally become more prevalent with age. Second, availability of assistance with daily activities such as shopping, cooking, and housekeeping becomes more important as people grow older. Also, the proximity of basic goods and services such as those provided by pharmacies and grocery stores grows increasingly important as a person becomes less able to drive or walk. The availability and ease of transportation are important for the same reason. Safety is a growing concern, since older Americans – especially those living alone – are particularly vulnerable to crime and financial exploitation. Lastly, weather and climate are considerations for many elderly people, since these factor into both ease of transit as well as health.

Providing secure, safe, affordable, and stable housing for the elderly population is vitally important for this population. There are many factors that contribute to a healthy environment for the elderly including, but not limited to, access to health care, shopping, and social networks. A robust public transportation network is incredibly beneficial to assisting the elderly remain active and independent. Additionally, elderly resident's homes may need modifications to assist with any disabilities that may develop as a result of aging.

Alcohol and Drug Addiction: Individuals with substance abuse problems need a strong network in order to stay healthy and sober. Their housing needs include sober living environments, support for employment, access to health facilities, and easy access to family and friend networks. Additionally, detoxification facilities are necessary when addiction is first recognized.

Disability: Individuals with disabilities encompass a wide range of skill levels and abilities. Therefore, they have many of the same issues as the general population with the added needs that are unique to their capabilities. Individuals with disabilities usually have a fixed income and have limited housing options. The individuals who have more independent skills tend to utilize subsidized housing options. Individuals requiring more support find residences in the public welfare funded community homes either sharing settings or privately-owned personal care settings. Many individuals continue to reside with parents and families throughout adulthood. Regardless of the housing situation, a common thread is the need for continuous support services dependent of the level of capabilities.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

Sexually transmitted infections (STIs) can have serious health consequences and long-term negative effects on a person's quality of life if left untreated. Understanding that STIs are common and treatable is an important step to maintaining health. Unfortunately, there is a lot of misinformation about STIs which can lead to increased medical costs and spreading of the infection. These additional medical costs can but an increased financial burden on residents, particularly low-income residents.

The California Department of Public Health tracts STI's throughout the state. Rates are tracked at the county level and the following data reflects Merced County, including the City. These residents need specialized support in order to maintain health.

Discussion:

N/A

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Public facility improvement needs are greatest in older neighborhoods of Merced. Parks and playgrounds are particularly in need of repair and upgrades that will make them safe and accessible for people with disabilities. The City also lacks sufficient facilities that provide support and space for vulnerable populations. Currently, the City has just one youth center and one senior center, and both are in the path of a planned high-speed rail and a new station. Construction of the rail lines and station will result in the demolition of these community assets. A new location is needed for these centers, however, just one youth and one senior center is not likely enough to serve the needs of the community as the City grows. Eventually, facilities in both the North and South would be necessary to fully meet the community needs.

How were these needs determined?

Public facility priority needs were identified in the course of preparing this Consolidated Plan through the input of community leaders, citizen participation, and requests and ideas from a wide range of service providers and public agencies. These inputs were provided in a series of meetings and public hearings described in the public participation section of this Plan. Representatives from the participating communities discussed and ranked facility and infrastructure needs.

Describe the jurisdiction's need for Public Improvements:

The City's needs for public improvements include building sidewalks in older neighborhoods to increase pedestrian safety, updating sidewalks with accessible curb cuts, addressing failing water and sewer lines, improving storm drainage, and expanding street lighting to address crime and community safety.

How were these needs determined?

Public infrastructure priority needs were identified in the course of preparing this Consolidated Plan through the input of community leaders, citizen participation, and requests and ideas from a wide range of service providers and public agencies. These inputs were provided in a series of meetings and public hearings described in the public participation section of this Plan. Representatives from the participating communities discussed and ranked facility and infrastructure needs.

Describe the jurisdiction's need for Public Services:

The public service needs in the City include a range of challenges for vulnerable populations. Among the most cited needs include services for people who are homeless or at risk of becoming homeless and support for people with substance abuse issues. Currently, there is no facility within Merced where a person can access detox services or receive ongoing, supportive drug abuse treatment. The City's low- and moderate-income households also struggle with covering housing expenses due to high rent and utility costs. As a result, many households also struggle to meet nutrition needs. Further, the City is in

need of job training to address its unemployment rate and financial literacy courses to support people in managing their finances and accessing credit

How were these needs determined?

Public service priority needs were identified through the input of community leaders, citizen participation, and the several public meetings and public hearings for the development of the City's Consolidated Plan. These inputs were described in the public participation section of this Plan.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

This section looks at the housing market and supply in Merced by analyzing various housing and economic indicators. Developing a picture of the current housing stock in the community begins by looking at trends in structure, age, price, and tenure. Furthermore, the supply of homeless shelter facilities, special needs services and housing, and non-housing community development resources are considered. The analysis is supplemented by GIS maps to provide geographical visualization of the data.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

This section looks at the composition of Merced's housing stock in terms of housing type and tenure. Details are provided based on the number of units in the structure, multifamily housing distribution within the jurisdiction, unit size and tenure, as well as an analysis of owner-occupied and renter occupied housing.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	17,949	66%
1-unit, attached structure	723	3%
2-4 units	3,071	11%
5-19 units	3,374	12%
20 or more units	1,527	6%
Mobile Home, boat, RV, van, etc	677	2%
Total	***27,321***	***100%***

Table 27 – Residential Properties by Unit Number

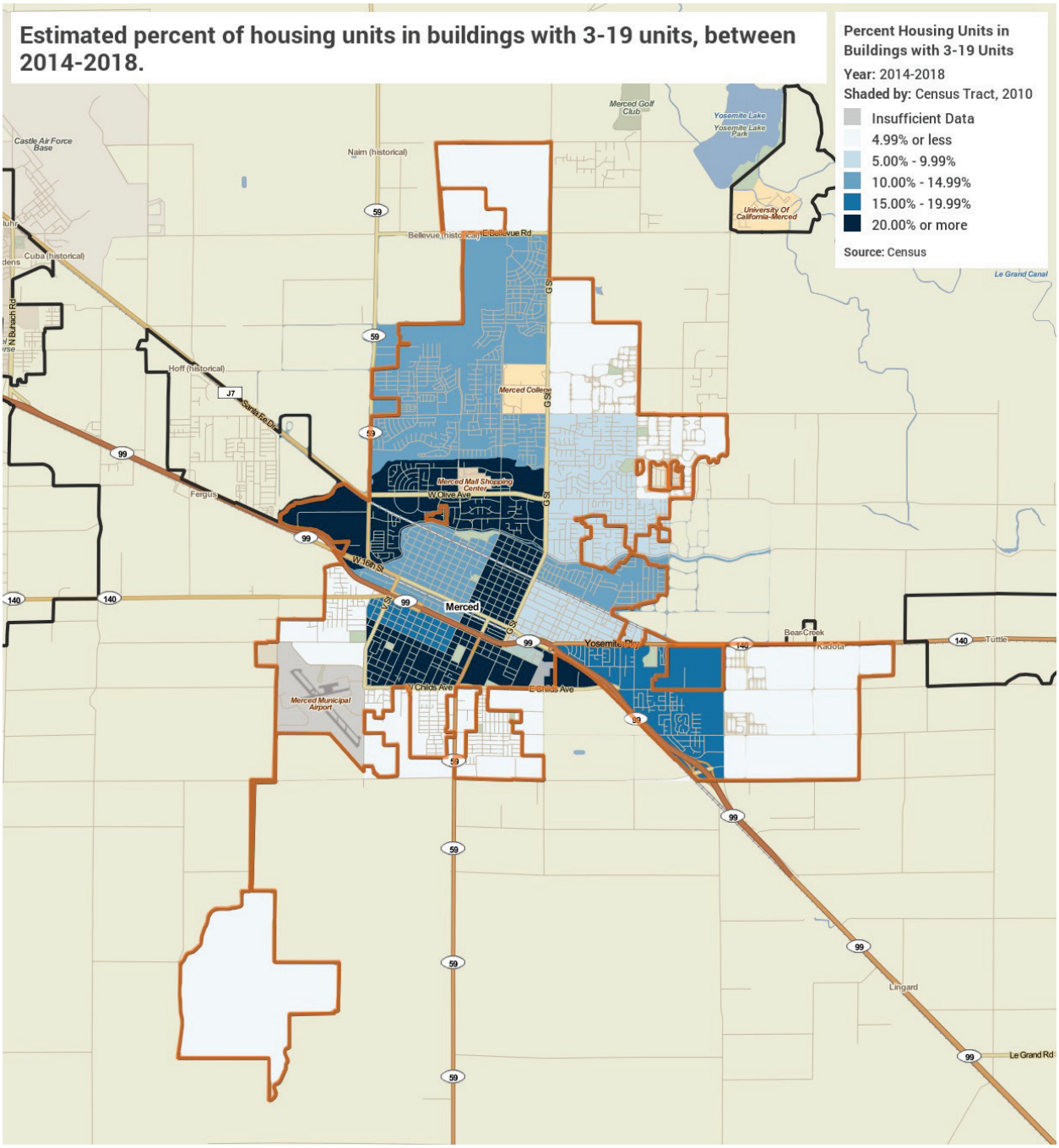
Alternate Data Source Name:
2014-2018 ACS 5-Yr Estimates
Data Source Comments:

Residential Properties by Number of Units

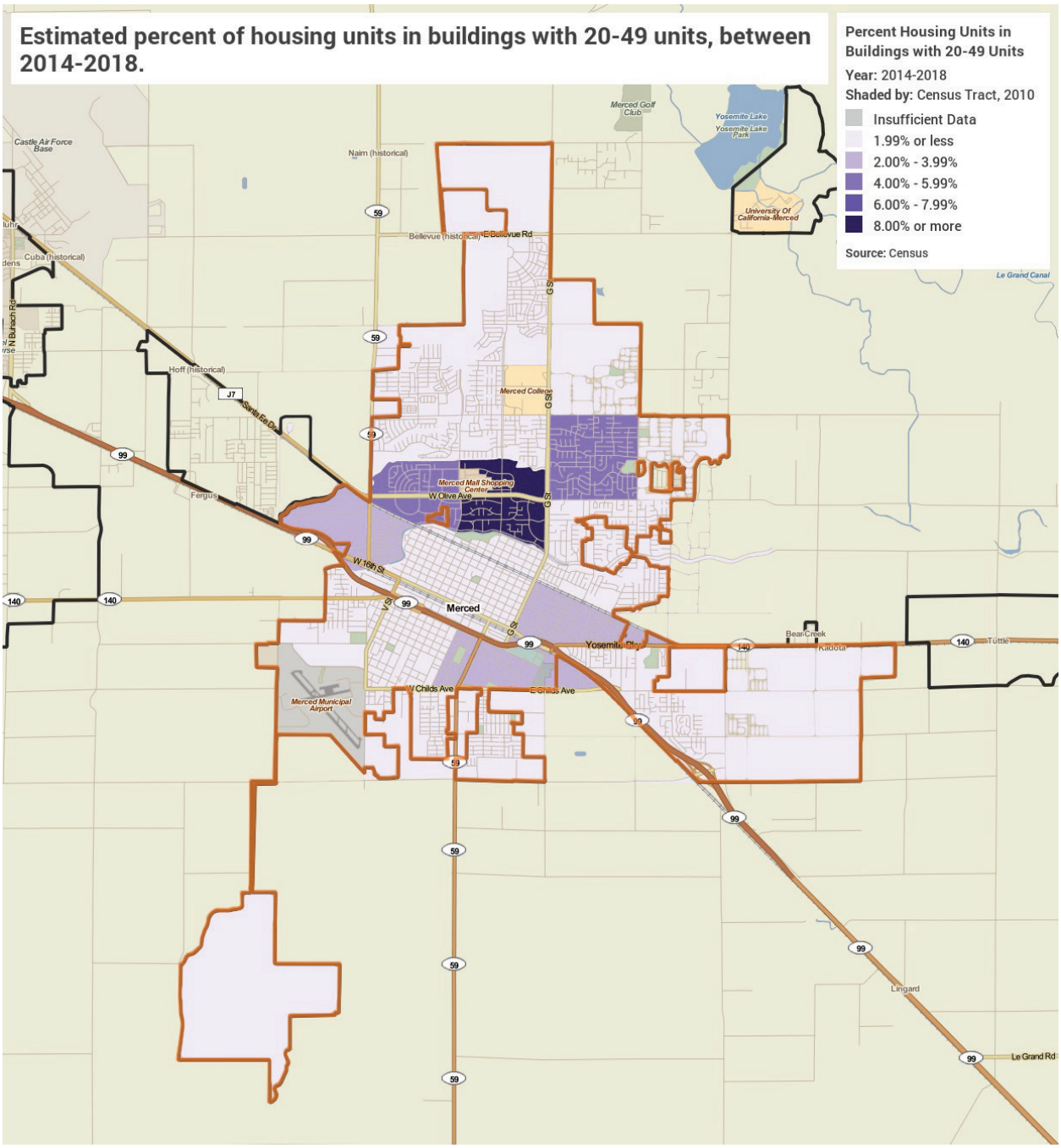
The table above breaks down the City's housing stock by the number of units in each structure and by structure type. Traditional single-family, detached homes are most prominent, accounting for 66% of all housing units. HUD defines multifamily as a unit with more than four units. By that definition approximately 18% of all units are multifamily. Overall, this distribution of housing units is positive and provides a variety of housing options for residents.

Multifamily Development Distribution

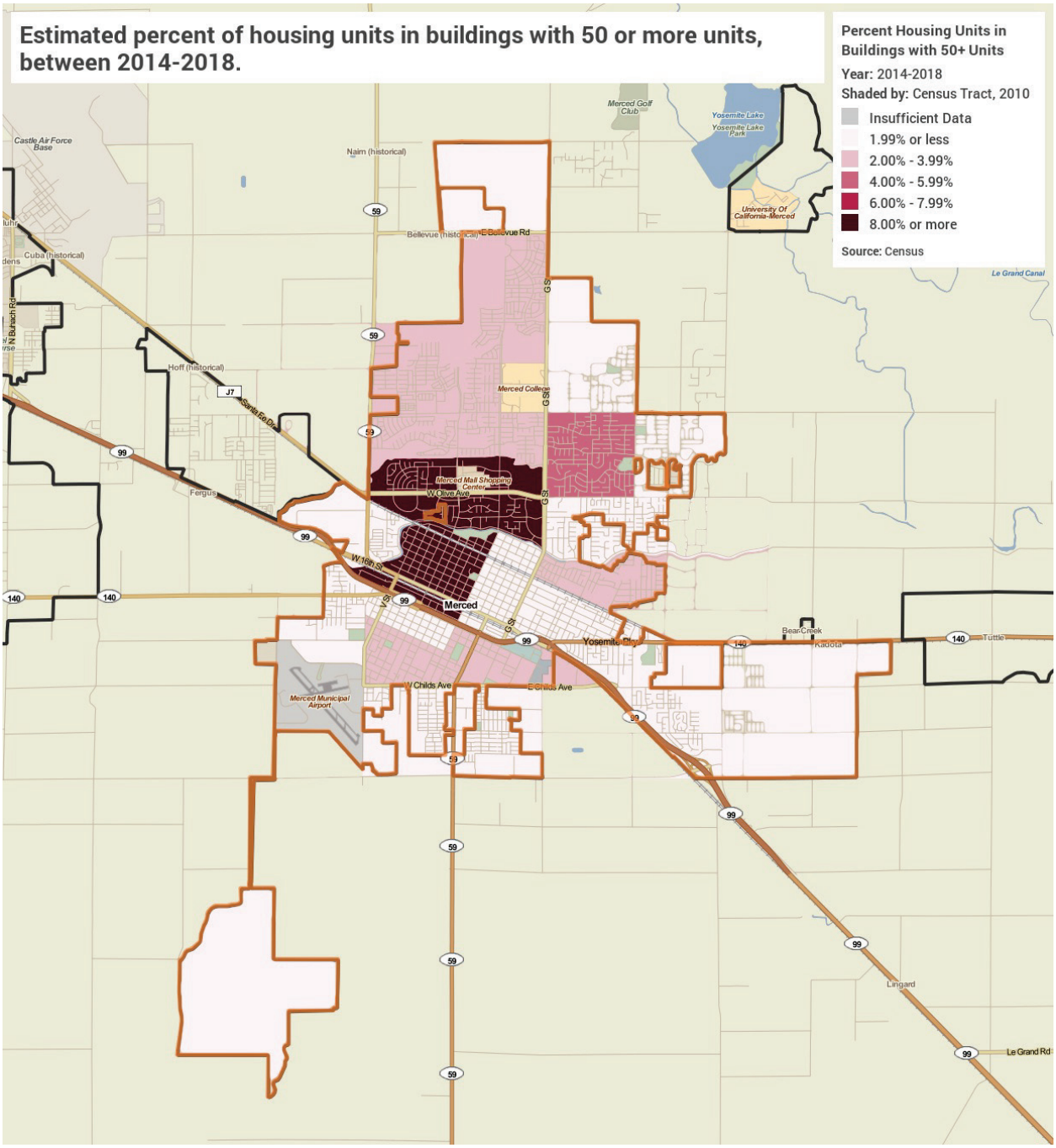
The maps below display the distribution of small, medium and large multifamily developments in the jurisdiction. Small multifamily units are buildings with 3-19 units, medium multifamily units are buildings with 20-49 units and large multifamily units are buildings with 50+ units. Multifamily units of all types are significantly more common in the central part of the City than along the outside barriers.



Small Multifamily Developments



Medium Multifamily Developments



Large Multifamily Developments

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	77	1	492	3
1 bedroom	35	0	2209	14
2 bedrooms	1087	10	5408	35
3 or more bedrooms	9285	89	7234	47
Total	***10484***	***100***	***15343***	***99***

Table 28 – Unit Size by Tenure

Alternate Data Source Name:
2014-2018 ACS 5-Yr Estimates
Data Source Comments:

Unit Size by Tenure

In the City of Merced, the size of units varies significantly between homeowners and renters. Owner-occupied units tend to be larger than rental units. Approximately 89% of homeowner units are 3 or more bedrooms while only 47% of renter units are that size. On the other end only 1% of homeowner units are 1 bedroom or smaller, for renters that unit size makes up 17% of all units.

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The Community Development Block Grant Program (CDBG): The City of Merced's primary objective is the development of viable communities through decent housing, a suitable living environment, and economic opportunities. To achieve these goals, the City has established the following program goals for this Consolidated Plan:

1A Improve Public Infrastructure & Facilities

2A Increase Owner Occupied Rehab Opportunities

2B Increase Affordable Housing Opportunities

2C Provide Assistance for Supportive Housing

3A Provide Vital Services for LMI Families

4A Provide Homeless Prevention Services

5A Provide Economic Development Assistance

HOME Investment Partnership Program (HOME): In order to expand the supply of decent, save, secure and affordable housing to very low- and low-income households. The City has worked with key stakeholders in the community to establish the following goals for this Consolidated Plan:

2B Increase Affordable Housing Opportunities

2C Provide Assistance for Supportive Housing

3A Provide Vital Services for LMI Families

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

According to the HUD list of Section 8 Contracts, there are four current contracts in the City of Merced. These contracts account for 244 affordable units in the City. One of these contracts is set to expire before the end of 2025, Merced Commons I. This contract includes 76 units, all of which are between one- and three-bedroom units. If this contract is not renewed it will remove 31% of the Section 8 contracts for the market.

Does the availability of housing units meet the needs of the population?

Unfortunately, the availability of housing units does not meet the needs of the population. There is a need for quality affordable housing units of multiple sizes in neighborhoods throughout the City.

Describe the need for specific types of housing:

The City is in need of two primary housing types. Additionally, affordable units are needed in high-income and low-poverty areas to increase access to these areas for LMI households.

- Large rental units: Approximately 47% of rental units have three or more bedrooms. This limits the availability of units for large families and may lead to overcrowding and substandard living conditions.

- Small homeowner units: There are very few units in the City that appeal to homeowners that prefer small units. First time homeowners and retirees looking to downsize may prefer small units and without them they may be priced out of the market or end up cost burdened.

Discussion

N/A

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The following section examines the cost of housing for both homeowners and renters within Merced. A review is made of current home values and rents as well as the recent changes in home values and rents. Finally, a closer look is given to the affordability of the existing housing stock for the residents of the jurisdiction.

Cost of Housing

	Base Year: 2010	Most Recent Year: 2018	% Change
Median Home Value	223,500	212,100	(5%)
Median Contract Rent	680	812	19%

Table 29 – Cost of Housing

Alternate Data Source Name:
2006-2010 ACS, 2014-2018 ACS
Data Source Comments:

Rent Paid	Number	%
Less than $500	1,502	10%
$500-999	6,709	45%
$1,000-1,499	4,837	32%
$1,500-1,999	1,541	10%
$2,000 or more	320	2%
Total	***14,909***	***100.0%***

Table 30 - Rent Paid

Alternate Data Source Name:
2014-2018 ACS 5-Yr Estimates
Data Source Comments:

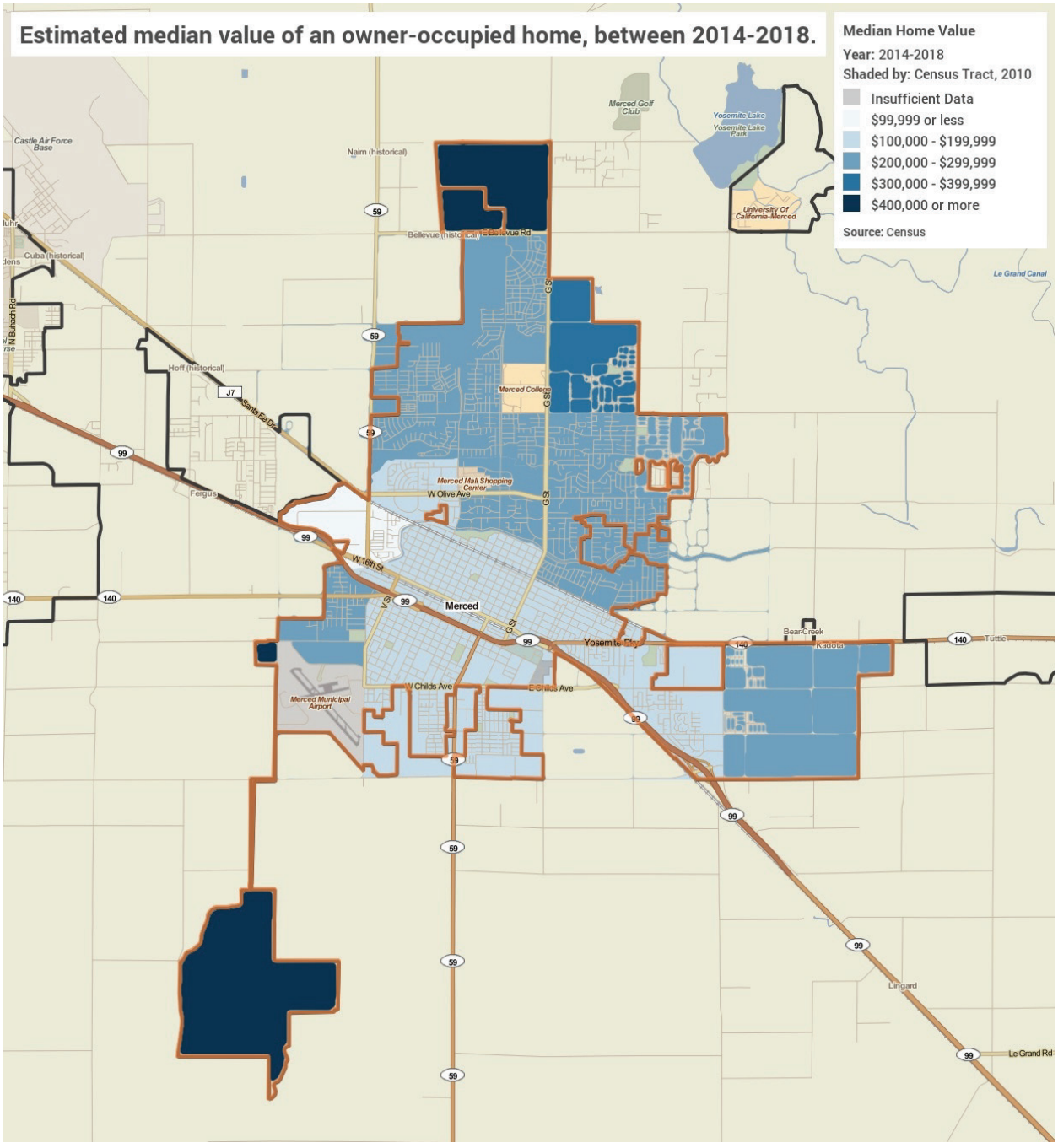
Housing Costs

Unlike most of the country, housing prices have decreased in Merced since 2010. Rents, however, have increased by almost 20%.

The table above breaks out the rent paid by price cohorts in the City. Approximately 62% of all renters pay between $500 and $999 a month, the largest cohort by far. The next largest rent cohort is less than $500 with 19.3% of renters falling in this range. Later in this section, the report examines rental rates as a percentage of household income to determine the affordability of rental housing.

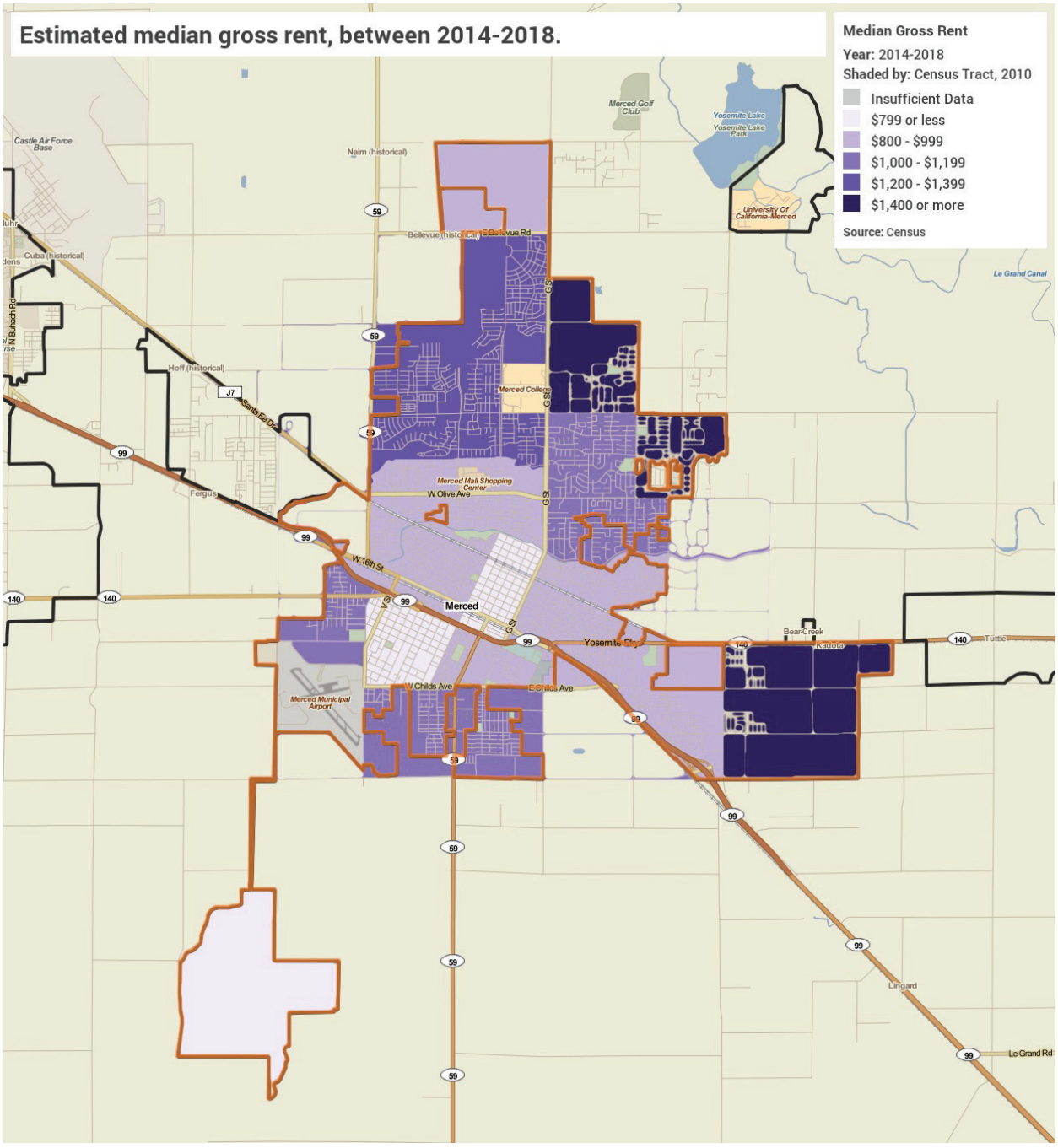
Home Value

The map below shows the median home value by census tract throughout the jurisdiction. Most of central areas have Median Home Values less than $200,000, which is considerably lower than tracts along the outside of the city where the median value is over $400,000.



Median Home Value
Median Rent

The map below displays the median rent by census tract. Similar to the median home value above, higher rents are generally located at the edges of the City. The downtown area has relatively low rents, often under $800.



Median Rent

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	665	No Data
50% HAMFI	2,995	715
80% HAMFI	9,420	2,290
100% HAMFI	No Data	3,480
Total	***13,080***	***6,485***

Table 31 – Housing Affordability

Data Source: 2011-2015 CHAS

Housing Affordability

Throughout the City of Merced there are limited affordable housing options for low income residents, particularly when it comes to owner occupied housing. A very low-income household has approximately 715 affordable units and nearly 3,000 rental units available.

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	579	680	839	1,213	1,465
High HOME Rent	579	680	839	1,065	1,169
Low HOME Rent	567	608	730	842	940

Table 32 – Monthly Rent

Alternate Data Source Name:
HUD 2019 FMR and HOME Rents
Data Source Comments:

Fair Market Rent and High Low HOME Rent Limits

Fair Market Rents (FMRs) are set by HUD and used to determine payment standard amounts for HUD Programs. HUD annually estimates FMRs for Office of Management and Budget (OMB) defined metropolitan areas, some HUD defined subdivisions of OMB metropolitan areas and each nonmetropolitan county.

HOME Rents Limits are based on FMRs published by HUD. HOME Rent Limits are set to determine the rent in HOME-assisted rental units and are applicable to new HOME leases.

Is there sufficient housing for households at all income levels?

No. There is a lack of decent affordable units across the board. From a pure quantitative standpoint there are ample units in the City to house the population. However, high home values and rents result in much of the housing stock being out of the affordable range for large portions of the population. Cost burden is a significant issue, particularly for low-income households.

How is affordability of housing likely to change considering changes to home values and/or rents?

The current trend of unaffordable housing costs for both low-income renters and homeowners is unlikely to change. A significant change in the housing market that resulted in a large stock of affordable housing units would need to occur to reduce cost burden and households at risk of homelessness.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Fair Market Rents (FMRs) are set by HUD and used to determine payment standard amounts for HUD Programs. HUD annually estimates FMRs for Office of Management and Budget (OMB) defined metropolitan areas, some HUD defined subdivisions of OMB metropolitan areas and each nonmetropolitan county.

The median rent for all units in Merced was $812 according to 2014-2018 ACS estimates in the above table. This falls between the Fair Market Rent and High HOME Rent for a 1-bedroom and 2-bedroom unit. For Low HOME Rent the median rent falls between 2-bedroom and 3-bedroom units. Understanding the relationship between FMR, HOME Rents, and the median rent can help guide the City in providing grant funds and other resources to the organizations and programs that will have the greatest impact.

Discussion

N/A

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

The tables and maps below provide details on the condition of housing units throughout the City of Merced by looking at factors such as age, vacancy, and the prevalence of housing problems.

HUD describes four housing conditions as being problematic: 1) the home lacks complete or adequate kitchen facilities, 2) the home lacks complete or adequate plumbing facilities, 3) the home is overcrowded - defined as more than one person per room, 4) the household is cost burdened by paying more than 30% of their income towards housing costs.

Definitions

Housing is considered substandard when conditions are found to be below the minimum standard of living conditions defined in Section 17920.3 of the California Health and Safety Code. Households living in substandard conditions are considered to be in need of housing assistance, even if they are not seeking alternative housing arrangement, due to threat to health and safety. The City will continue to conduct proactive code enforcement activities in identified target areas to address code violations, deferred maintenance, substandard housing conditions and encourage continued maintenance of existing neighborhoods. The City shall utilize the existing neighborhood/property condition surveys to aid in targeting additional areas. The Code Enforcement officers will work with the Housing Department Staff to coordinate efforts in rehabilitating existing housing.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	2,968	28%	7,630	50%
With two selected Conditions	92	1%	1,229	8%
With three selected Conditions	0	0%	37	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	7,424	71%	6,447	42%
Total	***10,484***	***100%***	***15,343***	***100%***

Table 33 - Condition of Units

Alternate Data Source Name:
2014-2018 ACS 5-Yr Estimates
Data Source Comments:

Housing Conditions

The table above details the number of owner and renter households that have at least one housing condition. Renters are much more likely to experience housing problems than homeowners. Approximately half of all renters have at least one housing problem while only 28% of homeowners experience that. Very few households have multiple housing problems and due to the analysis

conducted throughout this document it is safe to say that the housing problem faced by most is cost burden.

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	3,214	31%	3,810	25%
1980-1999	2,495	24%	4,352	28%
1950-1979	3,849	37%	5,390	35%
Before 1950	926	9%	1,791	12%
Total	***10,484***	***101%***	***15,343***	***100%***

Table 34 – Year Unit Built

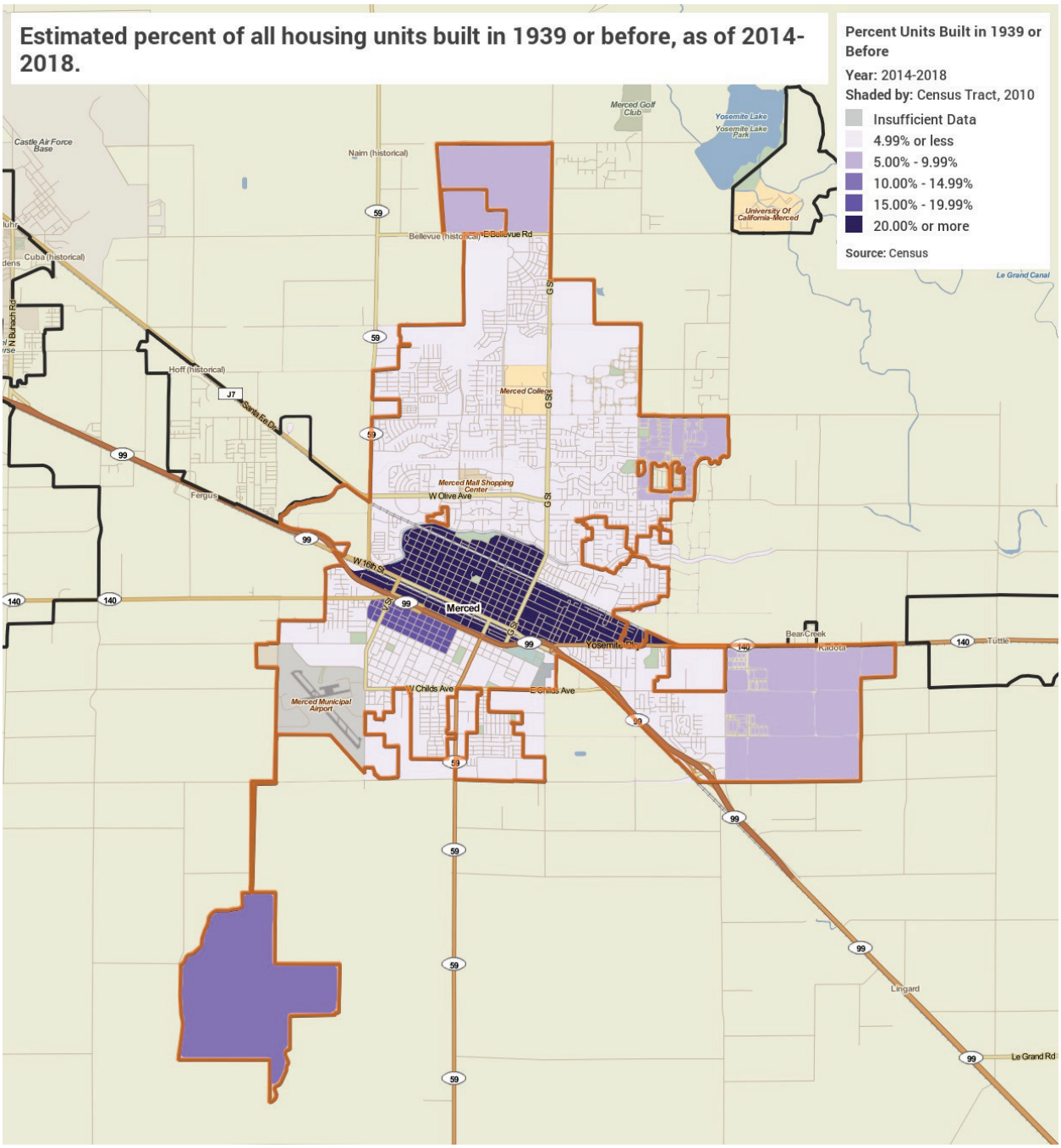
Alternate Data Source Name:
2014-2018 ACS 5-Yr Estimates
Data Source Comments:

Year Unit Built

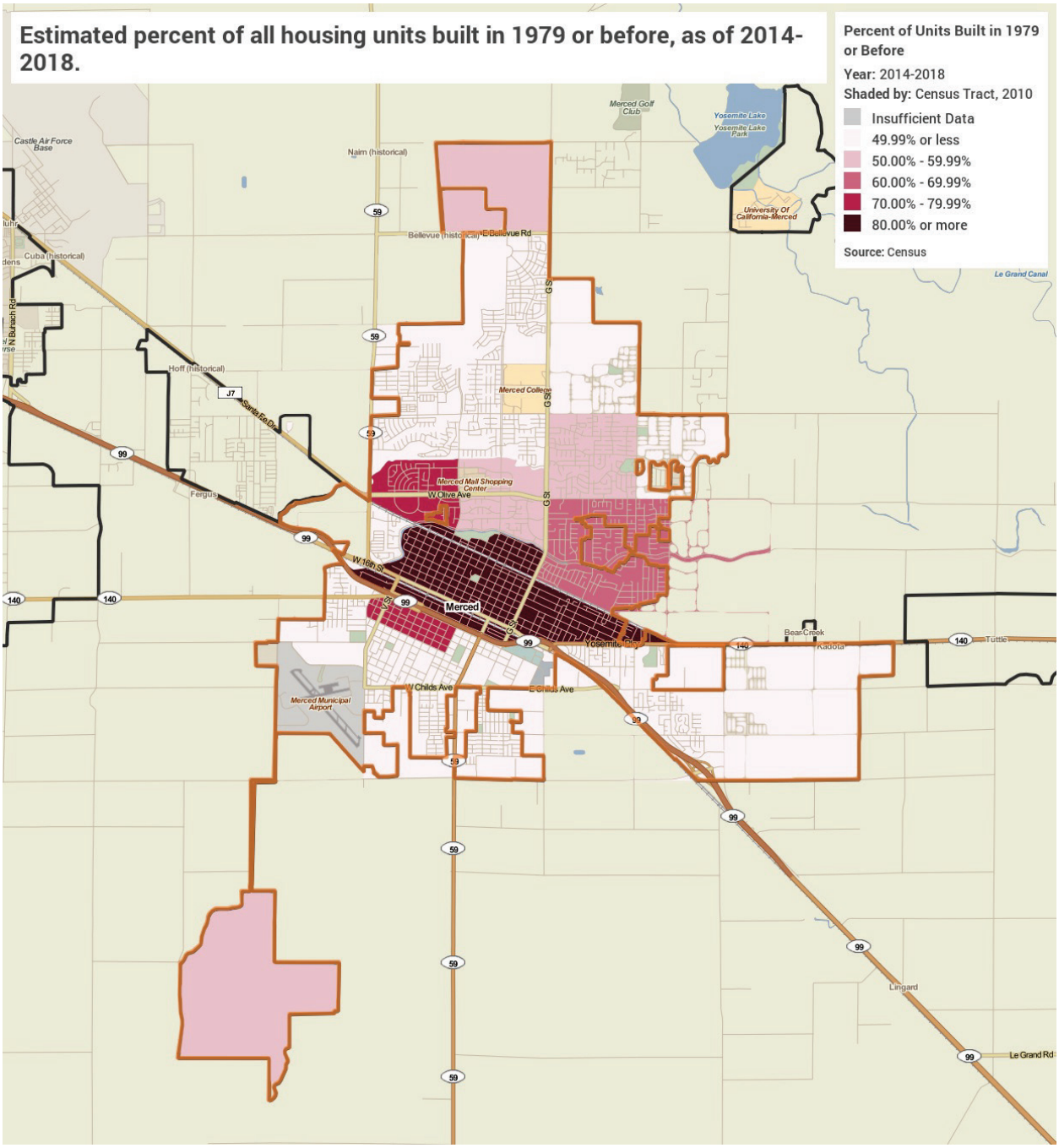
In Merced, there is a significant number of units built prior to 1980. Due to the use of lead-based paint prior to 1978, in this analysis any units built prior to 1980 will potentially have a lead-based paint hazard. Approximately 46% of owner-occupied units and 47% of renter-occupied units have a lead-based paint hazard. This amounts to approximately 12,000 households at risk of lead-based paint.

Age of Housing

The maps below depict the prevalence of older housing units in the City. Housing units built prior to 1940 are found almost exclusively in the central downtown parts of the City. In many of these tracts over 20% of the units were built during that time. For units built prior to 1980, the concentrated areas are spread out further from the city center and include tracts where 80% or more of the units are built before 1980 and have a lead-based paint hazard risk.



Housing Units Built Before 1940



Housing Units Built Before 1980

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	4,775	46%	7,181	47%
Housing Units build before 1980 with children present	3,845	37%	1,180	8%

Table 35 – Risk of Lead-Based Paint

Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

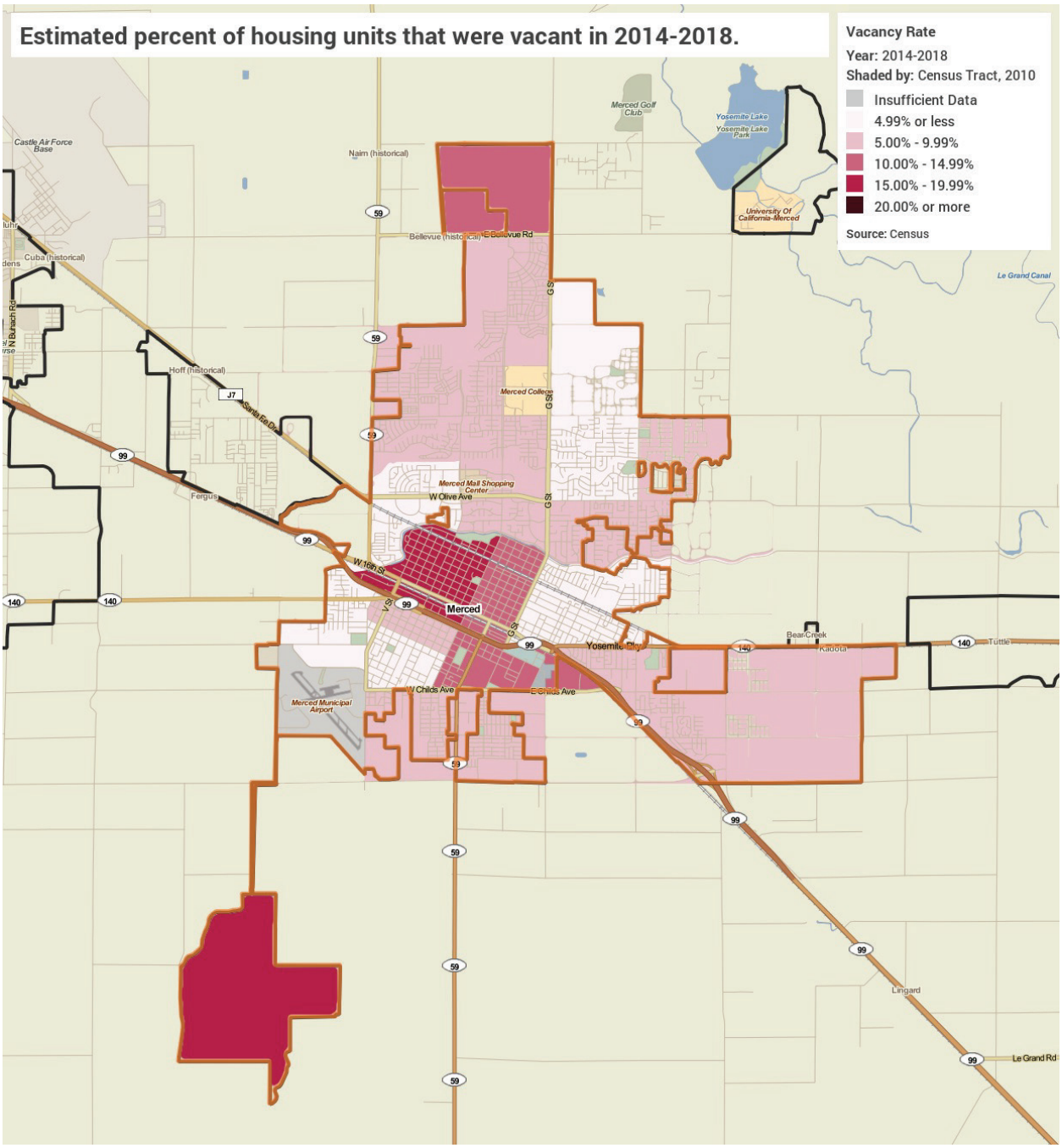
Lead-Based Paint Hazard

As mentioned previously, any housing unit built prior to 1980 may contain lead-based paint in portions of the home. The most common locations are window and door frames, walls, and ceilings, and in some cases throughout the entire home. Thus, it is generally accepted that these homes at least have a risk of lead-based paint hazards and should be tested in accordance with HUD standards. The greatest potential for lead-based paint and other environmental and safety hazards is in homes built before 1980. Within the City there are 12,000 housing units built before 1980.

Data note: For housing units built before 1980 with children present, the most recent data available was 2015 CHAS data. The 2011-2015 ACS data was used for the total number of units built before 1980 to match the time period.

Vacancy Rate

The map below shows the average housing vacancy rates throughout the City. The darker shaded areas have higher vacancy rates, while the lighter shaded areas have lower vacancy rates. In most census tracts throughout the City vacancy rates are at least 5% with a few tracts with lower vacancy rates.



Vacancy Rate

Need for Owner and Rental Rehabilitation

The City of Merced has a great need for housing rehabilitation. Much of the housing stock in the City is relatively old and as these homes age there is an increasing need for rehabilitation to maintain safe and secure units. It is particularly important to assist low-income households that live in older homes. Due to financial restraints they may need support to prevent homes from deteriorating and falling into disrepair.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Housing units built prior to 1980 may contain Lead-Based Paint in portions of the home (window and door frames, walls, ceilings, etc.) or in some cases throughout the entire home. Thus, it is generally accepted that these homes at least have a risk of Lead-Based Paint Hazards and should be tested in accordance with HUD standards. As indicated in the Age of Housing table and maps, throughout Merced approximately half of all housing was built prior to 1980. The safest estimate is to presume that all homes with an LBP hazard are occupied by LMI households, or 12,000 total units.

Discussion

N/A

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

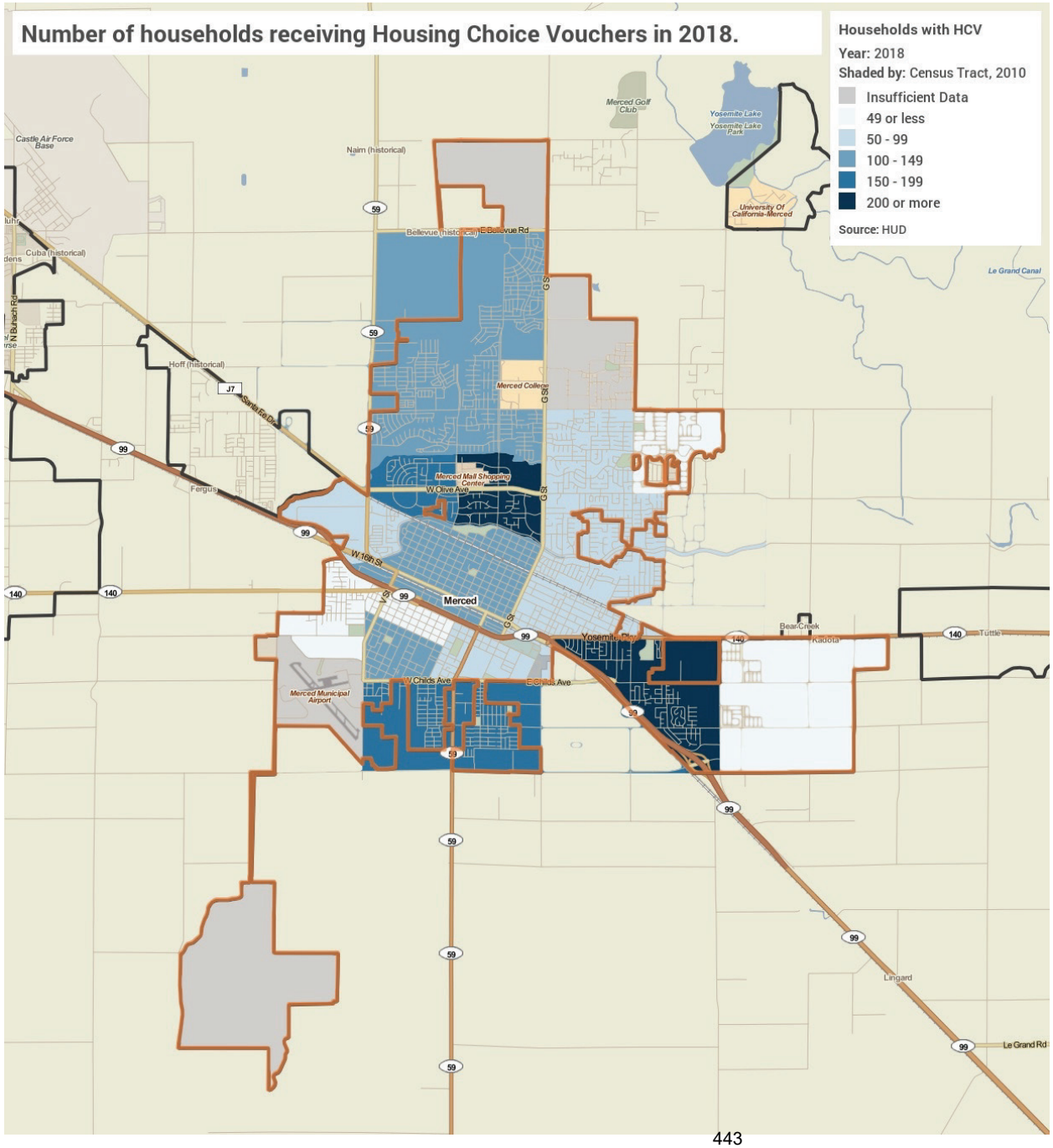
This section describes the supply and condition of the public housing stock managed by the Housing Authority of the County of Merced (HACM), which is the local public housing authority serving the people of Merced. The HACM currently operates and manages 421 public housing units and has 2,856 Housing Choice Voucher participants.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	20	421	2,856	352	2,354	103	27	0
# of accessible units									
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 36 – Total Number of Units by Program Type

Alternate Data Source Name:
Housing Authority of the County of Merced
Data Source Comments:


Number of households receiving Housing Choice Vouchers in 2018.
Households with HCV
Year: 2018
Shaded by: Census Tract, 2010
Insufficient Data
49 or less
50 - 99
100 - 149
150 - 199
200 or more
Source: HUD
Merced
Castle Air Force Base
Cuba (historical)
Hoff (historical)
Nairn (historical)
Bellevue (historical)
E Bellevue Rd
Merced College
Merced Mall Shopping Center
W Olive Ave
W 16th St
W Childs Ave
E Childs Ave
Merced Municipal Airport
Merced Golf Club
Yosemite Lake Yosemite Lake Park
University Of California-Merced
Le Grand Canal
Fergus
Bear Creek
Kaloda
Tuttle
Lingard
Le Grand Rd

Distribution of Housing Choice Vouchers (HCV)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The following developments and scores are provided by HUD through the Physical Inspection scores. Any property with an inspection score that is 90 or higher is considered in excellent question, a score between 56 and 89 is in acceptable condition, and a score of 55 or lower is in poor condition. The intent of providing these details is to allow interested parties to:

1) Better understand the condition of the HUD-assisted housing stock

2) Hold providers accountable

3) Plan for future affordable housing

Public Housing Condition

Public Housing Development	Average Inspection Score
Scattered Sites	94
Gateway Homes	83
Merced Gardens	83
Merced Golden Manor	96
Village Terrace Pats	68
Merced Commons I	72
Merced Commons II	67

Table 37 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

In Merced, there are no public housing developments with a poor inspection score. However, there are three developments with sub-80 inspection scores that may need additional restoration or revitalization. Village Terrace Apartments, Merced Commons I, and Merced Commons II each have a score that warrants support to prevent deterioration that could lead to poor quality developments and substandard living conditions.

Merced Commons I/II performed work to the units and property, conducted pre-REAC inspections to drastically improve the score; however, while awaiting an inspection date, the COVID-19 pandemic hit, and as a result, all 2019-2020 inspections where postponed. Work on the property will continue.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

In the Housing Authority of the County of Merced's Annual Plan for Fiscal Year 10/1/19-9/30/20, the Housing Authority identified a number of strategies to improve the living environment of LMI families.

1) Homeownership Program: Provides opportunities for LMI households to purchase a home when they may not be able to afford it on their own.

2) Safety and Crime Prevention: Partners with local law enforcement agencies to determine the safety needs of the residents and encourage crime prevention, particularly targeting at-risk youth.

3) Violence Against Women Act: Policies and procedures have been developed to comply with all VAWA requirements.

Discussion:

N/A

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

This section provides an overview of the facilities and services available to assist persons who are experiencing homelessness or are at risk of homelessness in the area. Data was provided by the Merced City and County CoC to HUD's Continuum of Care Homeless Assistance Programs for the 2019 Housing Inventory Count (HIC) Report.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	179	0	24	75	0
Households with Only Adults	69	18	88	88	0
Chronically Homeless Households	0	0	0	0	0
Veterans	8	0	0	85	0
Unaccompanied Youth	0	0	6	4	0

Table 38 - Facilities and Housing Targeted to Homeless Households

Data Source Comments: 2019 Housing Inventory Count (HIC) Report. Data was provided by the CoC to HUD Continuum of Care Homeless Assistance Programs for the HIC Report.

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

Under the Mental Health Services Recovery Act there are a number of services that assist persons experiencing homelessness. Programs include:

- Community Outreach Program Engagement and Education (COPE): Healthy living workshops that covers self-management of chronic diseases, diabetes, stress reduction, youth stress reduction, and smoking cessation that targets a number of groups, including residents experiencing homelessness.

- Wellness Center: Provides housing assistance, peer support, resource connections, employment assistance, and other services.

- WeCan Full-Service Partnership: Full-service partnership that helps client with serious emotional disturbances.

- Merced Community Assistance Recovery Enterprise: Provides crises prevention, employment services, housing support, linkages to the community, and psychiatric services

- Community United by Empowerment (CUBE): Includes therapy and counseling, case management, social skills groups, indoor and outdoor recreational activities, independent living skills classes, employment assistance, housing assistance, laundry, tutoring, and quiet areas.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The facilities are listed by HUD in the 2019 Housing Inventory Count for CA-520 (Merced City and County CoC).

Permanent Supportive Housing:

Housing Authority of the County of Merced:

- Shelter Plus Care – 8 adult-only beds

- VASH – 42 veteran family beds, 43 veteran adult-only beds

Merced County

- Human Services Housing Support Program – 33 family beds, 4 youth beds

- Project Hope Westside – 8 adult-only beds
- Project Home Start – 4 adult-only beds

Sierra Saving Grace – 14 adult-only beds

Turning Point – 11 adult-only beds

Rapid Re-Housing

Sierra Saving Grace – 46 adult-only beds

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

There are four primary groups with non-homeless special needs in the jurisdiction. They are the elderly and frail elderly, those with HIV/AIDS and their families, those with alcohol and/or drug addiction, and the mentally or physically disabled. This section will explain who they are, what their needs are, and how the jurisdiction is accommodating (or should accommodate) those needs.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Elderly: The supportive housing needs for this population can vary widely depending on the health and fitness of the individuals. In general, with aging disabilities and other health issues become more common. Because of this, supportive housing must include access to health professionals and housing modifications to assist the resident. It is important to help residents stay independent and in their own homes for as long as possible if they prefer that.

HIV/AIDS: Medical and social support is important for residents living with HIV/AIDS. While there have been great advances in the medical treatment of HIV/AIDS, it is still important to provide specialized support. Family and friends must be accessible and medical facilities should be nearby.

Alcohol and/or Drug Addiction: Individuals dealing with addiction often require housing options that will provide a safe, sober place for recovery. A strong network is necessary to maximize the chance they will stay healthy and sober. It is important that these persons have access to health services, support groups, employment assistance, and access to family and friends. Additionally, detoxification facilities are necessary when addiction is first recognized.

Mental and Physical Disabilities: Individuals with disabilities encompass a wide range of skill levels and abilities. Therefore, the have many of the same issues as the general population with the added needs that are unique to their situation. Often times, individuals with disabilities have a fixed income and limited housing options. Individuals with more independent skills can utilize subsidized housing but individuals that need more support or specialized housing have fewer options. Many individuals continue to reside with parents and families throughout adulthood, which can put additional financial burden on the family. Regardless of the housing situation, a common thread is the need to continuous support services dependent on the level of capabilities.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Under the Mental Health Services Recovery Act there are a number of services that assist persons with housing.

- Community Assistance Recovery Enterprise – Adult Full-Service Partnership: Crises intervention, employment services, housing support, linkages to the community, psychiatric services

- Merced Adult Wellness Center: Housing assistance, resource connection and referrals, dual diagnosis, per support, consumer advisory committee, employment assistance, socialization, recreation and exercise, anger management, volunteer programs, community activities, arts, skills building, member facility groups, celebrations, and groups for southeast Asian residents.

- Dual Diagnosis Wellness Center: Multidisciplinary team, integrated treatment specialist, stage-wise interventions, time-unlimited services, outreach, motivational interventions, substance abuse counseling group treatment, family interventions, alcohol and drug self-help groups, pharmacological treatment, secondary interventions

- Westside Transitional Wellness Center: employment development, job finding, housing assistance, continuing education, money management, mental health recovery groups, peer to peer support, medication education groups, self-discovery activities

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City's programs are designed to address the needs of vulnerable populations, particularly those with special needs. Under Goal 3B. Provide Supportive Services for Special Needs, the City plans to fund the following activities for people who are not homeless:

- Harvest Time – The City will fund the upgrade and installation of walk-in refrigeration/freezer units for the organization's food distribution program.
- Alliance for Community Transformations/Valley Crisis Center Program – Increasing Housing and Financial Stability Project – provide funding to emergency shelter clients who are victims of domestic violence, sexual assault, and human trafficking for one-time first/last month's rental assistance and costs of job-seeking and job training classes to help them obtain employment and financial independence.
- Symple Equazion – Aim High P.O.W.E.R. Academy – provide funding to formerly homeless young women who are aged 18 to 24 years of age and existing residents of the Aim High Transitional Home for work and life readiness skills, including goal setting, job seeking and attainment, communication, social, and personal finance/money management skills in order to reduce homelessness.

- Services for those affected by COVID-19- The City will provide to be determined services for those most affected by the COVID-19 pandemic.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

See above

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Public policies are meant to address the overall needs of citizens. Yet, there are times where they may have a negative effect on certain aspects of the community, specifically affordable housing and residential investment. Affordable housing and public and private residential investments are key components in furthering fair housing in any community. The primary tool communities have for identifying contributing factors for these barriers to housing is an assessment of fair housing and fair housing choice. In 2020, the City is updating the fair housing assessment.

The City plans corresponding actions designed to strengthen the supply of affordable housing and narrow the affordability "gaps." Elements of those actions appear within this Consolidated Plan and beyond. Additionally, the City anticipates a review of public policies that may impede the development of affordable housing and to improve the understanding of their consequences.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

This section provides insight into the economic development landscape of Merced. The table below details the extent of business sector employment throughout the City. Unemployment, commuting times, and education are also analyzed in this section.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	2,005	468	7	2	-5
Arts, Entertainment, Accommodations	2,535	2,762	9	10	1
Construction	1,622	568	6	2	-4
Education and Health Care Services	8,717	9,520	30	35	5
Finance, Insurance, and Real Estate	1,266	1,224	4	5	1
Information	228	187	1	1	0
Manufacturing	2,502	1,828	9	7	-2
Other Services	1,223	567	4	2	-2
Professional, Scientific, Management Services	1,777	2,169	6	8	2
Public Administration	1,742	2,485	6	9	3
Retail Trade	3,211	3,429	11	13	2
Transportation and Warehousing	1,488	1,430	5	5	0
Wholesale Trade	675	241	2	1	-1
Total	28,991	26,878	--	--	--

Table 39 - Business Activity

Alternate Data Source Name:
2013-2017 ACS (Workers), 2017 LEHD (Jobs)
Data Source Comments: The most recent LEHD data was from 2017. For comparison, 2013-2017 ACS data was used.

In Merced, there are two business sectors with a disconnect between workers and jobs by 5%. In the Agriculture, Mining, Oil and Gas Extraction sector there are significantly more workers than jobs. This sector represents 7% of all workers but only 2% of all jobs. The Education and Health Care Services Sector, which is the largest sector in the City, accounts for 30% of the workers and 35% of the jobs. In total, there is a need for 800 workers in this field.

Labor Force

Total Population in the Civilian Labor Force	34,533
Civilian Employed Population 16 years and over	29,803
Unemployment Rate	5.40
Unemployment Rate for Ages 16-24	30.40
Unemployment Rate for Ages 25-65	10.50

Table 40 - Labor Force

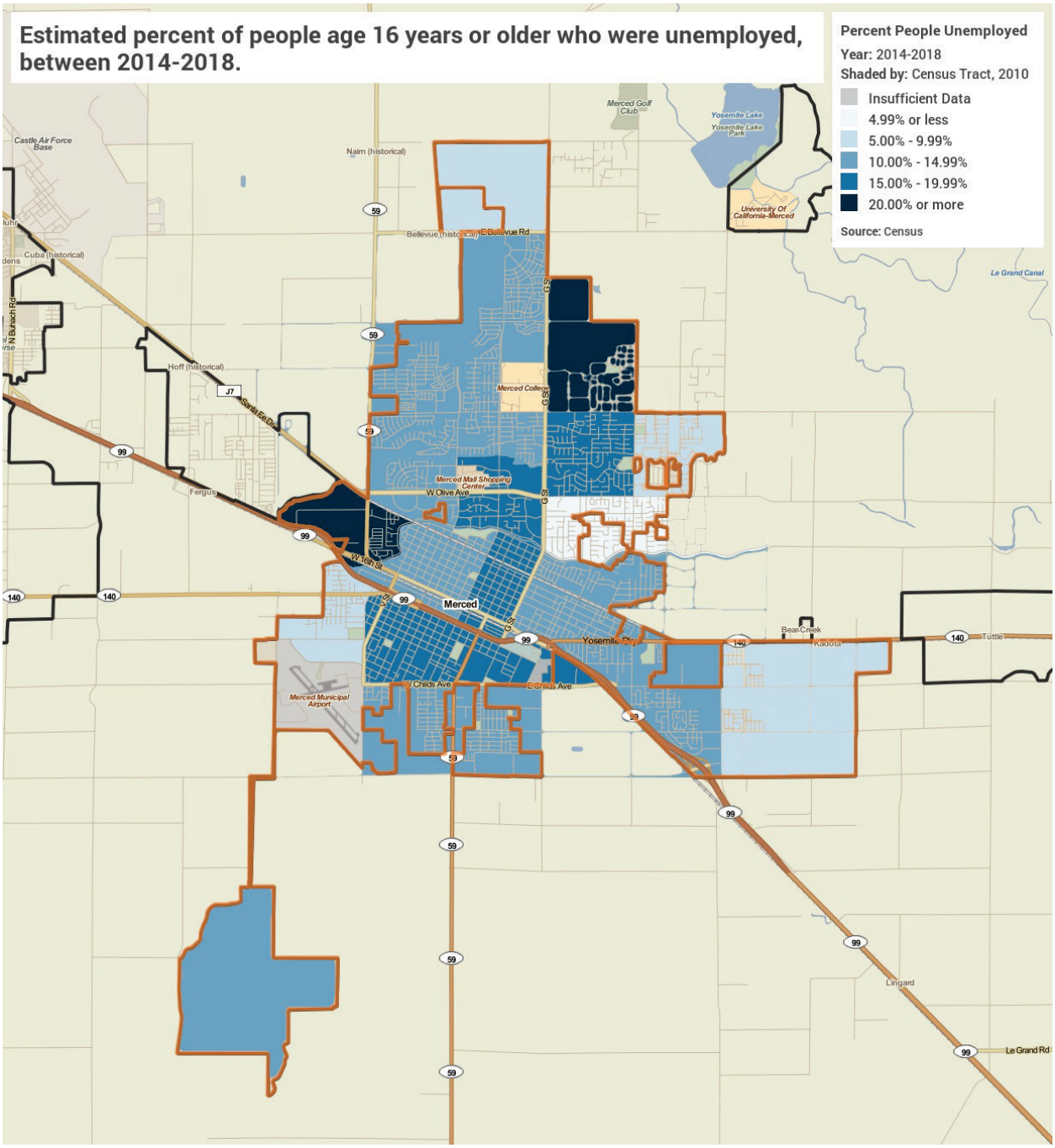
Alternate Data Source Name:
2014-2018 ACS 5-Yr Estimates

Data Source Comments: Data for the Unemployment Rate was from the Bureau of Labor Statistics, November 2019, Not Seasonally Adjusted. All other data, including unemployment by age was from the ACS.

Unemployment

There are multiple methods of measuring unemployment, each with their own pros and cons. The US Census collects annual unemployment data by census tract, which allows for a geographic comparison of the unemployment rate. However, the data is generally two or more years old. The unemployment data gathered by the Bureau of Labor Statistics is produced monthly but cannot be compared by census tract, only by City.

In the map below ACS data is used to estimate the unemployment rate by census tract. Two tracts have a noticeably large unemployment rate, over 20%. There is also one tract with an unemployment rate of less than 5%.



Unemployment Rate

Occupations by Sector	Number of People
Management, business and financial	8,607
Farming, fisheries and forestry occupations	1,985
Service	6,914
Sales and office	5,432
Construction, extraction, maintenance and repair	2,252
Production, transportation and material moving	4,613

Table 41 – Occupations by Sector

Alternate Data Source Name:
2014-2018 ACS 5-Yr Estimates
Data Source Comments:

Occupations by Sector

The Occupations by Sector table above identifies how prevalent certain jobs are across industries. This differs from the table found earlier in this section that showed how common all jobs were in certain sectors. For example, the managers of both a fast food restaurant and a construction company would both fall under “Management, Business, and Financial” in the above table but would be in different categories in the first table.

In Merced, the largest occupation sector is the Management, Business, and Financial sector. Over 8,600 jobs in the City fall in this group. The next two largest groups are Service and Sales, with 6,914 and 5,432 jobs, respectively.

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	20,537	74%
30-59 Minutes	4,353	16%
60 or More Minutes	3,013	11%
Total	***27,903***	***100%***

Table 42 - Travel Time

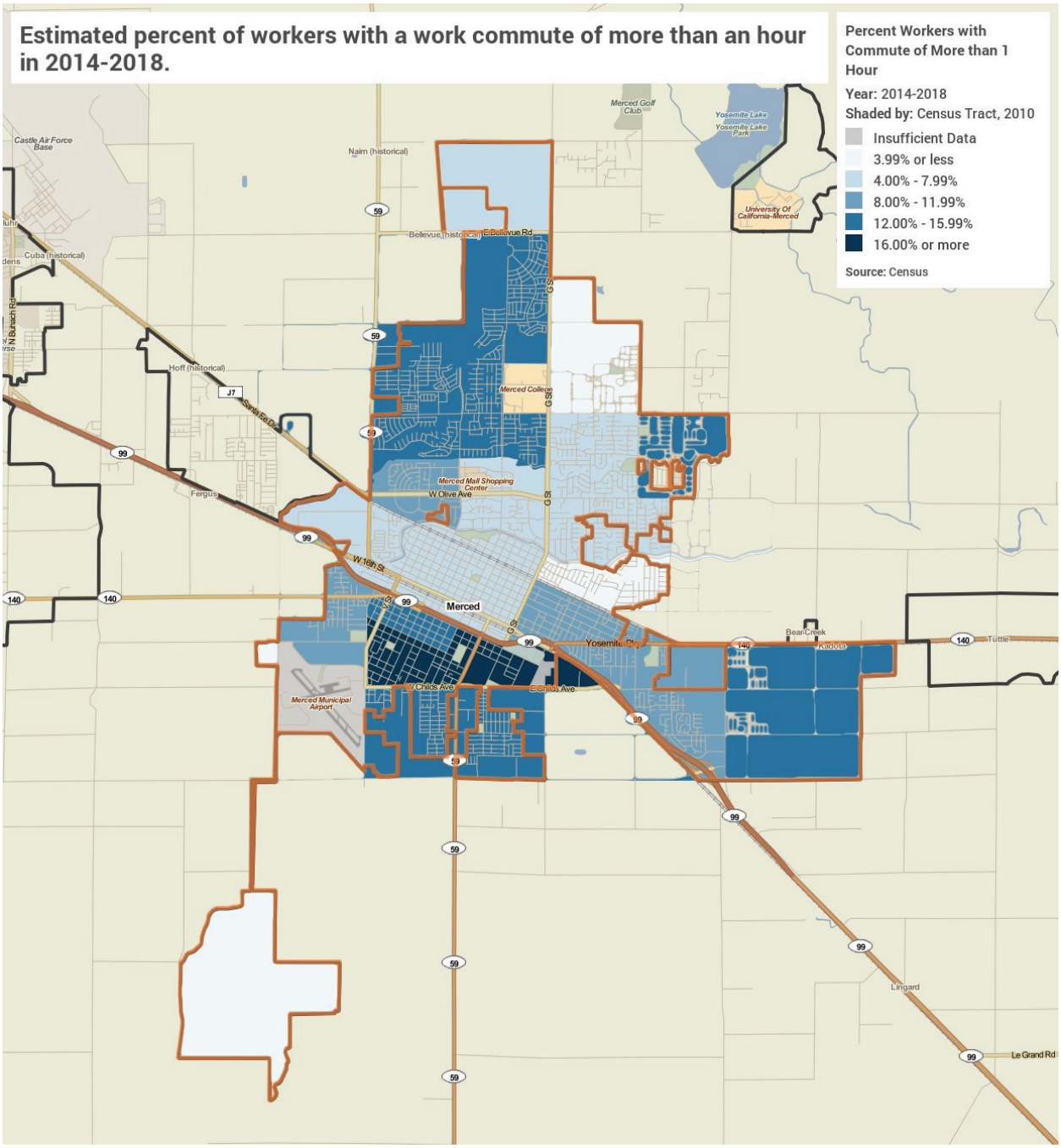
Alternate Data Source Name:
2014-2018 ACS 5-Yr Estimates
Data Source Comments:

Commute Travel Time

Approximately 74% of all persons commuting to work have a commute of less than 30 minutes each way. Approximately 11% of all employed persons have a commute of 60 minutes or more, to and from

work each day. Higher average commute times are much more likely in the central tracts than anywhere else in the jurisdiction.

Source: 2014-2018 American Community Survey 5-Year Estimates



Commute Travel Time Greater Than One Hour

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	4,606	1,217	4,072
High school graduate (includes equivalency)	5,279	1,219	3,310
Some college or Associate's degree	8,386	1,351	3,486
Bachelor's degree or higher	5,486	445	979

Table 43 - Educational Attainment by Employment Status

Alternate Data Source Name:
2014-2018 ACS 5-Yr Estimates
Data Source Comments:

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	215	872	1,256	2,921	1,994
9th to 12th grade, no diploma	1,169	1,175	1,350	1,787	729
High school graduate, GED, or alternative	2,537	3,170	2,220	3,987	1,824
Some college, no degree	5,929	3,500	2,333	3,541	1,856
Associate's degree	348	1,046	1,009	1,433	545
Bachelor's degree	830	1,602	1,002	1,689	680
Graduate or professional degree	8	846	650	1,060	765

Table 44 - Educational Attainment by Age

Alternate Data Source Name:
2014-2018 ACS 5-Yr Estimates
Data Source Comments:

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	23,019
High school graduate (includes equivalency)	26,766
Some college or Associate's degree	33,992
Bachelor's degree	49,238
Graduate or professional degree	64,776

Table 45 – Median Earnings in the Past 12 Months

Alternate Data Source Name:
2014-2018 ACS 5-Yr Estimates

Data Source Comments:

Median Earnings by Educational Attainment

Median earnings of individuals in the City are closely tied to educational attainment. Median earnings increase as individuals attain higher education. A person with a Bachelor's degree can expect to earn over twice that of a person without a high school degree. A person with a graduate or professional degree can expect to earn more nearly twice somebody with only some college or an Associate's degree.

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

In Merced, there is one business sector that has a much larger share of the workers and jobs than any other sector. The Education and Health Services sector includes 30% of all workers and 35% of all jobs. The next largest sector, Retail Trade, is considerably smaller and includes 11% of workers and 13% of jobs.

Describe the workforce and infrastructure needs of the business community:

In Merced, there are several sectors with workforce needs. There are currently 2,000 more workers than jobs in the City, but the skills do not match the demand. In particular, there is a disconnect in the following areas:

- Arts, Entertainment, Accommodations: 227 workers needed
- Education and Health Services: 803 workers needed
- Professional, Scientific, and Management Services: 392 workers needed
- Public Administration: 743 workers needed
- Retail Trade: 218 workers needed

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

According to the California Central Valley Economic Development Corporation (CCVEDC), Merced County has 11 designated Opportunity Zone census tracts. The Opportunity Zones include industrial and

commercial buildings and land opportunities that offer significant economic growth potential. The Merced County Community and Economic Development Department works closely with financing partners, builders and local stakeholders to help projects take advantage of Opportunity Zones. Opportunity Zones are economically distressed communities. Under certain conditions, new investments in Opportunity Zones may be eligible for preferential tax treatment.

There are seven tracts in the City of Merced that have been designated as Opportunity Zones: 06047001301, 06047001302, 06047001401, 06047001501, 06047001601, 06047001602, and 06047001700.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

As noted above, there is a need for workers in a number of areas. Many of these jobs require a college degree in order to be eligible. A workforce that more closely aligns with the needs of the community would help address these discrepancies.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The WorkNet Merced provides a variety of resources to assist the area's workforce. These resources include job referrals, job listings, community resource directory, career advising, education and, job training. These resources can help the City meet the identified Consolidated Plan goals and can provide an organization to receive grant support.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

N/A

Discussion

N/A

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

HUD identifies four specific data points that constitute “housing problems”: cost burden, overcrowding, lack of complete plumbing facilities and lack of complete kitchen facilities. In Merced, housing problems are rare except for being cost burdened. According to the 2014-2018 ACS 5-Year Estimates, the citywide rate of each is:

- Cost Burden: 45.2%
- Overcrowding: 8.5%
- Lack of Complete Plumbing Facilities: 0.4%
- Lack of Complete Kitchen Facilities: 1.3%

In order for an area to be concentrated it must include two or more housing problems that are substantially higher than the Citywide average. For this analysis, HUD’s definition of “disproportionate” will be used to identify areas substantially higher: 10 percentage points higher than the jurisdiction as a whole. In Merced that translates to cost burden greater than 55.2%, overcrowding greater than 18.5%, lack of plumbing facilities greater than 10.4%, and lack of kitchen facilities greater than 11.3%.

In the City there are two tracts with a concentration of housing problems.

Tract 15.03: Located in southern Merced to the northeast of the Merced Municipal Airport
Overcrowding: 19.0%
Cost Burden: 62.9%

Tract 16.02: Located in southern Merced east of Highway 59 and south of E Childs Avenue. This tract includes newly annexed parts of the City as well as County land.
Overcrowding: 20.8%
Cost Burden: 56.8%

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

For the purposes of this analysis a “racial or ethnic concentration” will be any census tract where a racial or ethnic minority group makes up 10 percent or more of the population than the city as a whole. According to the 2014-2018 American Community Survey 5-Year estimates the racial and ethnic breakdown of Merced’s population is:

- White: 56.84%
- Black: 6.08%

- American Indian and Alaska Native: 0.87%
- Asian: 12.6%
- Native Hawaiian and Other Pacific Islander: 0.09%
- Other Race: 19.24%
- Two or More Races: 4.27%
- Hispanic or Latino: 52.57%

Within Merced, the following tracts display a racial or ethnic concentration:

Asian
Tract 16.02: 29.92%

Some Other Race:
Tract 16.01: 42.0%
Tract 15.03: 32.53%
Tract 15.02: 35.98%

Hispanic
Tract 16.01: 84.34%
Tract 15.03: 74.13%
Tract 15.02: 86.4%

A “low-income concentration” is any census tract where the median household income for the tract is 80% or less than the median household income for the City of Merced. According to the 2014-2018 American Community Survey 5-Year Estimates, the Median Household Income in Merced is $42,637. A tract is considered to have a low-income concentration if the MHI is $34,110 or less. There are eight tracts with a low-income concentration. A map of these tracts is provided below.

- Tract 10.05: $29,714
- Tract 10.03: $33,112
- Tract 10.04: $27,824
- Tract 13.01: $29,508
- Tract 13.02: $25,615
- Tract 15.02: $31,346
- Tract 15.03: $25,785
- Tract 16.01: $20,929

See map below: Concentration of LMI Households

What are the characteristics of the market in these areas/neighborhoods?

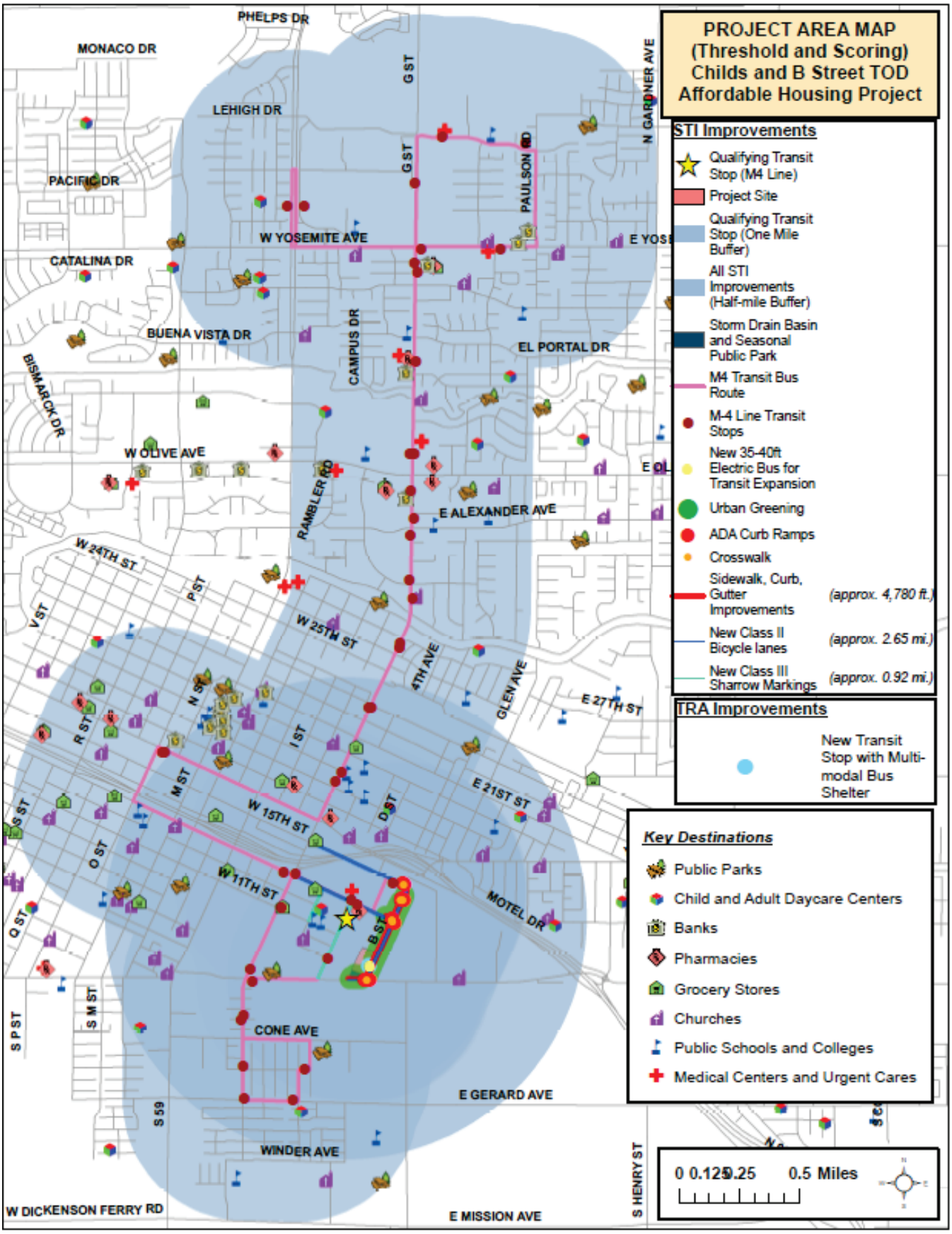
The area of primary concern are the three tracts that contain both a concentration of minority residents and low-income households. The median home sale price in this area is significantly lower than the citywide average and ranges between $125,000 to $151,500. Median rent is also below average and ranges from $679 and $802. Housing problems are a particular problem in this area and the vacancy rate for all tracts are under 5.5%.

See map below: MA-50 Target Area

Are there any community assets in these areas/neighborhoods?

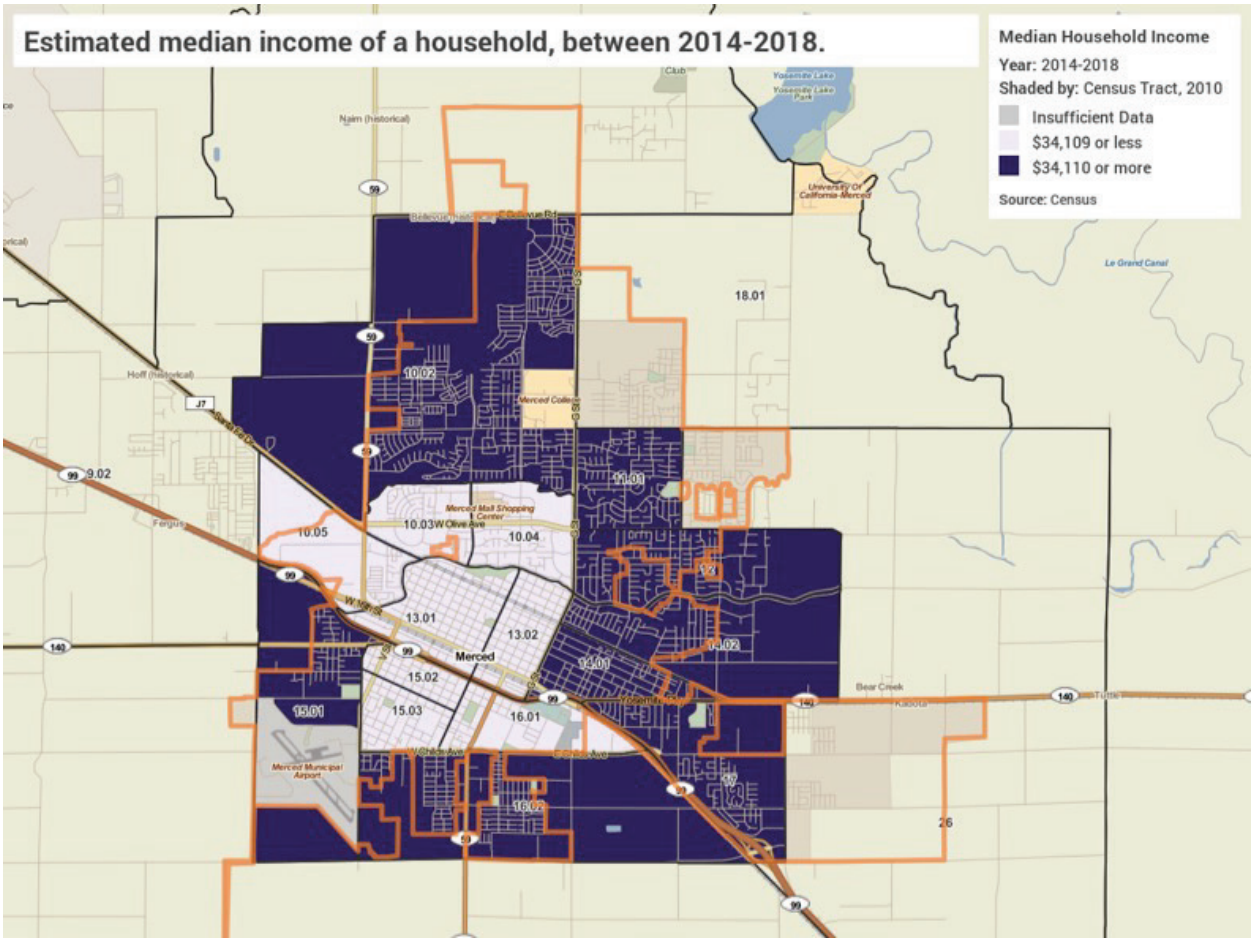
This area has a number of community assets. It includes a number of neighborhood and community parks, the Merced Fairgrounds Speedway, which hosts a large vendor/farmer's market each Saturday and the Merced County Fair each summer, and the Merced Housing Authority. In the area there is also the Mercy Medical Center Clinic, the Golden Valley Health Center complex, a large number of religious institutions from a variety of spiritual practices, and it is located near the Merced Regional Airport, as well as Highway 99.

The City is providing funding for a 119-unit affordable housing development at Childs Avenue and B Street in Tract 16.01 and another 50-unit affordable housing development in tract 15.02. Part of the Childs Avenue and B Street project includes acquiring an electric bus to enhance transportation to assets throughout the area. The electric bus will be added to the M4 line, which passes in front of both future housing development sites and connects to the community college in North Merced, and will increase stop frequency from every 30 minutes to every 15 minutes. See map below for M4 bus line route and nearby amenities. Further, the hope with these developments is that they will spur greater interest in investing in these areas with new community assets, similar to the interest that has been shown in tract 16.02.


PROJECT AREA MAP
(Threshold and Scoring)
Childs and B Street TOD
Affordable Housing Project
STI Improvements
Qualifying Transit Stop (M4 Line)
Project Site
Qualifying Transit Stop (One Mile Buffer)
All STI Improvements (Half-mile Buffer)
Storm Drain Basin and Seasonal Public Park
M4 Transit Bus Route
M-4 Line Transit Stops
New 35-40ft Electric Bus for Transit Expansion
Urban Greening
ADA Curb Ramps
Crosswalk
Sidewalk, Curb, Gutter Improvements (approx. 4,780 ft.)
New Class II Bicycle lanes (approx. 2.65 mi.)
New Class III Sharrow Markings (approx. 0.92 mi.)
TRA Improvements
New Transit Stop with Multi-modal Bus Shelter
Key Destinations
Public Parks
Child and Adult Daycare Centers
Banks
Pharmacies
Grocery Stores
Churches
Public Schools and Colleges
Medical Centers and Urgent Cares
0 0.125 0.25 0.5 Miles
PHELPS DR
MONACO DR
LEHIGH DR
PACIFIC DR
CATALINA DR
BUENA VISTA DR
BISMARCK DR
W YOSEMITE AVE
E YOSE
G ST
PAULSON RD
N GARDNER AVE
CAMPUS DR
EL PORTAL DR
W OLIVE AVE
E OL
RAMBLER RD
E ALEXANDER AVE
W 24TH ST
W 25TH ST
V ST
P ST
4TH AVE
GLEN AVE
E 27TH ST
N ST
R ST
I ST
M ST
W 15TH ST
D ST
E 21ST ST
S ST
O ST
W 11TH ST
Q ST
B ST
MOTEL DR
S P ST
S M ST
CONE AVE
S 59
E GERARD AVE
WINDER AVE
W DICKENSON FERRY RD
E MISSION AVE
S HENRY ST

Are there other strategic opportunities in any of these areas?

Yes, the area is close to the commercial district of Merced. That location, when coupled with the relatively low housing prices in the area, provides an opportunity to link affordable housing with job opportunities. There is also a large number of multifamily units that can allow for an efficient use of funding.



Concentration of LMI Households



MA-50 Target Area

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Internet is an essential communications and information platform that allows users to take advantage of the increased interconnectedness of business, education, commerce, and day to day utility. Reliable access to the internet is becoming a necessity to thrive in the modern economic environment. Communities that lack broadband access struggle to keep pace with the country. Locations without broadband access impedes its population's ability to take advantage of the educational and entrepreneurial opportunities available online. This is particularly problematic for LMI areas where economic opportunities are already often lacking. Studies suggest a strong correlation between increased high-speed internet access and increased education and employment opportunities, especially in small cities and rural areas.

Merced does not have significant gaps in broadband coverage. Most of the city has multiple options of internet providers, to include LMI areas. The average Merced household has at least four (4) options for broadband-quality Internet service; however, an estimated five percent (5%) of locals still don't have access to more than one provider and may have to rely on low-grade wireless.

The following map shows broadband access throughout the City. Broadband access is defined as advertised internet speeds of 768 kilobits per second or higher. FCC data shows four major infrastructure options within Merced: Cable, DSL, Fiber, and Fixed Wireless.

See map below: Broadband Access

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

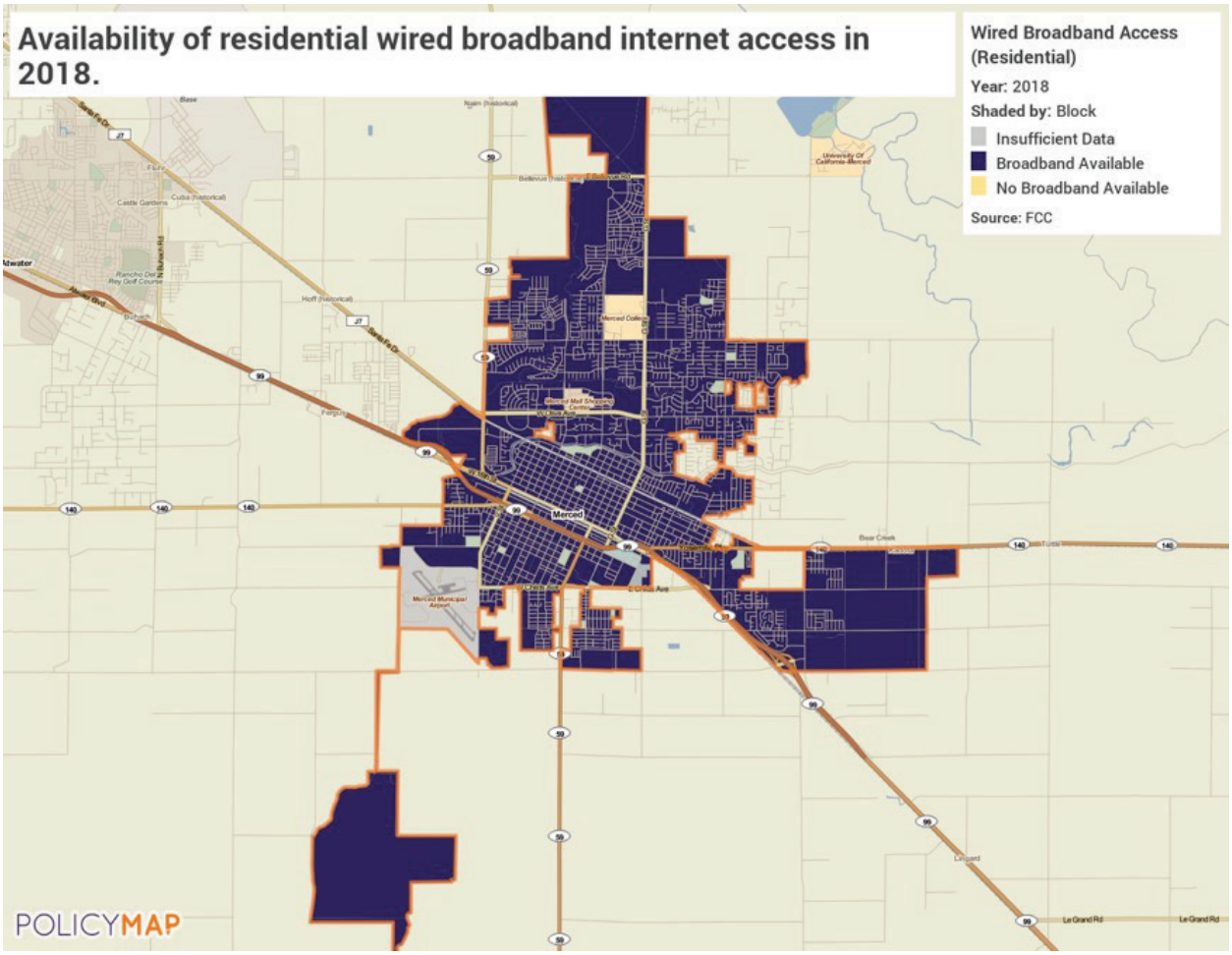
Once broadband access has been obtained, it is important to ensure there is competition among service providers. Any resource that has a de facto monopoly on an area may not be incentivized to provide standard and consistent services. Merced has a total of eight (8) Internet providers offering residential service. AT&T (DSL) and Earthlink (DSL) are the strongest providers in Merced so far as coverage. The average Merced household has at least four (4) options for broadband-quality Internet service. These providers frequently overlap around the city:

- AT&T Internet (DSL and Fiber)
- Earthlink (DSL and Fiber)
- Xfinity (Cable)
- Fire2Wire (Fixed)

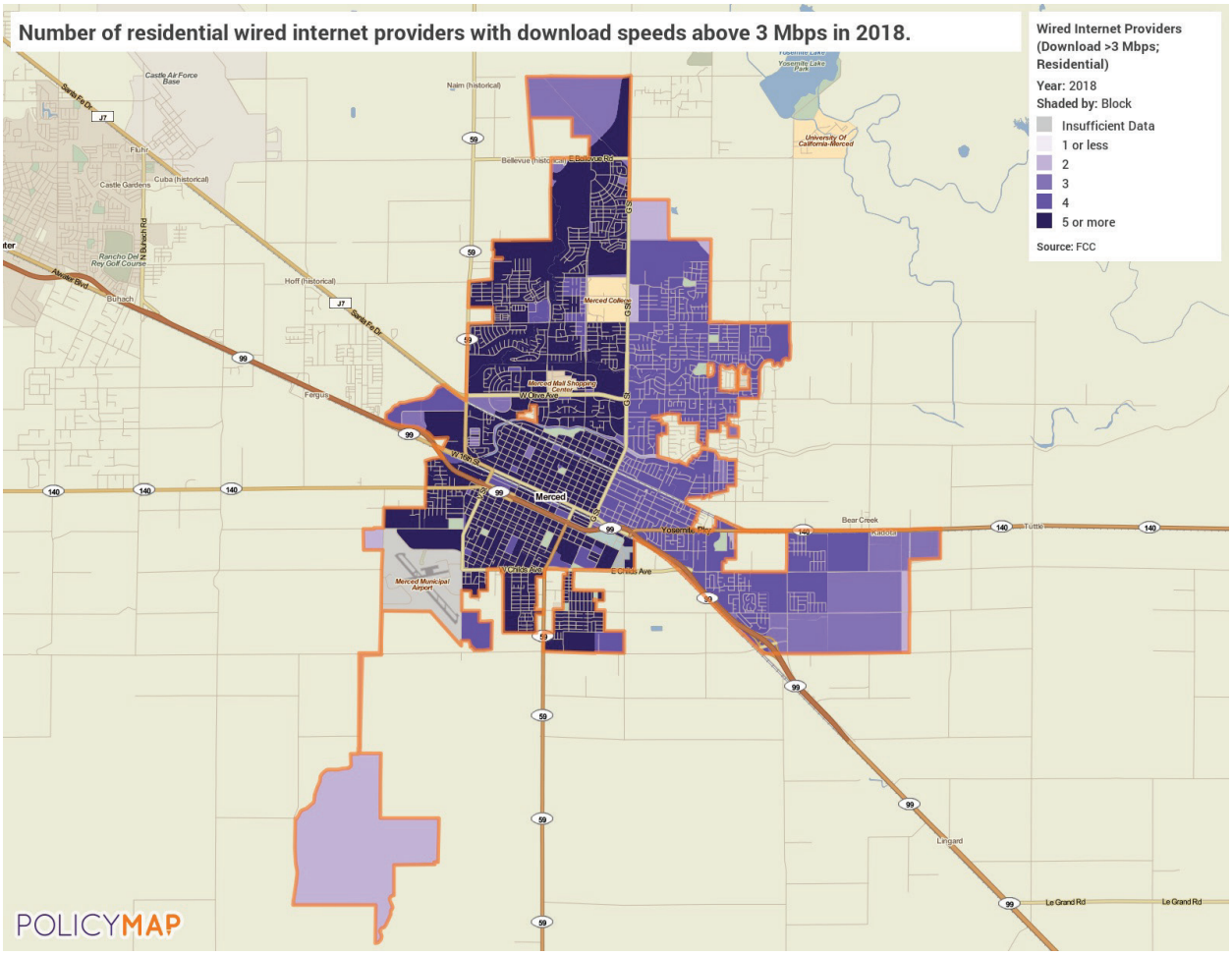
- UnWired Broadband (Fixed)
- Ayera Technologies (Fixed)
- Viasat Internet (formerly Exede)(Satellite)
- HughesNet (Satellite)

The following map shows the number of broadband service providers by census tract. Most of the city has at least four options of high-speed internet with competitive providers, though there are some tracts with lower populations that only have access to one provider.

See map below: Highspeed Internet Providers



Broadband Access



Highspeed Internet Providers

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Merced has not historically been prone to various natural hazard events but has still experienced flooding, hail, thunderstorm winds, wildfires, warm weather, drought and others. The potential impacts of climate change—including an increase in prolonged periods of excessively high temperatures, more heavy precipitation, more severe storms or droughts—are often most significant for vulnerable communities. The City is not located on the coast, but it is still impacted secondary effects due to its proximity to the West Coast. By the middle of the century the average summer temperature is expected to rise four degrees. This rise in temperature could lead to altered weather and precipitation patterns, a rise in severe storms, an increased risk of catastrophic floods, increased electricity costs, and ruined crops. Additionally, any increase in the ocean levels or increased storm activity may lead to people moving from the coast. An increase of people could come into the City which may drive up housing costs, reduce the availability of jobs, and tax resources.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Low- and moderate-income residents are at particular risk due to having less available resources to combat the impacts of natural disasters. A dramatic rise in electricity or housing costs could put them at imminent risk of homelessness or living in substandard conditions. Residents in rural communities will have less access to public support in case of emergencies and will have fewer resources to repair or prevent damage to their homes.

The City of Merced strives to inform and prepare the general public for multi-hazard mitigation There are online venues (including the City website, Local Hazard Mitigation Plan website, and social media pages, Merced Police Department website and Facebook page, Merced County Office of Emergency Management website and social media pages, and the CA Voluntary Organizations Active in Disaster (VOAD) website and social media pages) that disseminate numerous informational guidebooks, videos, and emergency resources to build disaster resiliency in the community.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The City of Merced's 2020-2024 Strategic Plan proposes projects and activities to meet the priorities described in the Consolidated Plan (the "ConPlan"). It describes eligible programs, projects and activities to be undertaken with anticipated funds made available over the next five years and their relationship to identified needs for housing, homelessness, and community and economic development. Each year, assuming funding levels remain the same, more specific projects throughout the City will be identified and implemented via the annual Action Plans.

The general priority categories of housing, homelessness, special needs, and community development needs and their related goals are addressed in the various activities to be undertaken. These activities estimate the number and type of families that will benefit from the proposed activities, including special local objectives and priority needs. The projected use of funds identifies the proposed accomplishments. Area benefit activities were qualified using 2010 data from the U.S. Census Bureau.

The City has been awarded $1,124,056 from the federal Community Development Block Grant (CDBG) program and $542,776 from the federal HOME program. The goals in this ConPlan are based on the assumptions that CDBG funding, entitlement funding distribution formulas and/or the number of communities eligible to receive entitlement grants will remain constant. If any of these conditions change, projected activities and accomplishments are also subject to change.

The Strategic Plan provides information related to the proposed geographic distribution of investment. It includes a general description of the homeless and other community development needs activities to be undertaken and other actions to address obstacles to meet underserved needs and reduce poverty. This plan can also be found at the City's website at www.Merced.org.

Overall, Merced has several priority housing and community needs it plans to address over the next five years:

- To preserve, rehabilitate and enhance existing neighborhoods and housing, as applicable, with an emphasis on South and Central Merced;
- Create neighborhood revitalization opportunities within targeted areas of the City.
- Provide support services for the City's residents;
- Ensure that all housing programs are available without discrimination on the basis of race, color, religion, sex, national origin, ancestry, marital status, age, household composition, income, size, disability or any other arbitrary factor; and
- To address to City's unemployment rate through economic development.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 46 - Geographic Priority Areas

1	**Area Name:**	City Wide
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

Merced will use a place-based strategy during the planning period. The geographic distribution of funding is predicated somewhat on the nature of the activity to be funded. It is the City's intent to fund activities in the areas most directly affected by the needs of low-income residents and those with other special needs. The Annual Action Plan directs investment geographically to an area benefit neighborhood. The area benefit category is the most commonly used national objective for activities that benefit a residential neighborhood. An area benefit activity is one that benefits all residents in a particular area, where at least 51% of the residents are low and moderate income persons. Public

infrastructure improvements are an area benefit activity when they are located in a predominately low- and moderate-income neighborhood.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 47 – Priority Needs Summary

1	**Priority Need Name**	Expand/Improve Public Infrastructure & Facilities
	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	1A Improve Public Infrastructure & Facilities
	Description	Expand and improve public infrastructure through activities for LMI persons and households. Improve access to public facilities that will benefit LMI persons and households. Funds will be used to improve public facilities such as recreational parks and community centers.
	Basis for Relative Priority	Through community participation and consultation of local stakeholder partners and organizations the need to Expand/Improve Public Infrastructure & Facilities was identified. Adequate public facilities and infrastructure improvements are essential to addressing the needs of the LMI population, including the homeless, elderly and disabled. Facilities and improvements include neighborhood/community centers, improved road infrastructure and the installation of ADA curb cuts and sidewalks for safety in LMI areas.
2	**Priority Need Name**	Preserve & Develop Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	
	Associated Goals	2A Increase Owner-Occupied Rehab Opportunities 2B Increase Affordable Housing Opportunities 2C Provide Assistance for Supportive Housing

	Description	Preserving housing and developing affordable housing, including Homeowner Rehabilitation, Rental Rehabilitation, and Increased Homeownership Opportunities remains one of the highest priorities in the jurisdiction.
	Basis for Relative Priority	Through community participation and consultation of local stakeholder partners and organizations the need to Preserve & Develop Affordable Housing was identified. Through the needs assessment housing cost burden is by far the largest housing problem in the jurisdiction.
3	**Priority Need Name**	Public Services & Quality of Life Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Families with Children Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	3A Provide Supportive Services for Special Needs 3B Provide Vital Services for LMI Families
	Description	Provide supportive services for LMI households and also the special needs populations in the jurisdiction. Public services will target LMI citizens and may include services to address homelessness, persons with physical and mental health, seniors, and youth.
	Basis for Relative Priority	Through community participation and consultation of local stakeholder partners and organizations the need for Public Services for LMI and Special Needs was identified. Public Services offered by the city and partner non-profit organizations provide for vital and essential services for LMI households and families throughout the jurisdiction. Public services will also help to enhance education and improve living situations of LMI individuals and households in the jurisdiction.

4	**Priority Need Name**	Homelessness Housing and Support Services
	Priority Level	High
	Population	Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	
	Associated Goals	4A Provide Homeless Prevention Services
	Description	Provide for homeless activities and services, including Homeless Prevention, Shelters Services, and Rapid Re-Housing.
	Basis for Relative Priority	Through community participation and consultation of local stakeholder partners and organizations the need for homeless activities such as shelter operations and homeless prevention services was identified. The local PIT count has also identified homeless adults and families as homeless that require assistance.

Narrative (Optional)

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The City does not run a TBRA program. Note, however, that HACM has a total of 2,856 units in their Section 8 Housing Choice Voucher program.
TBRA for Non-Homeless Special Needs	As noted, the City does not run a TBRA program. However, the COC and City programs are designed to provide housing assistance for people with special needs.
New Unit Production	The Housing Element adopted on July 18, 2016 by the Merced City Council includes the goal of New Affordable Housing Construction, which includes: (1) Increase the Stock of Affordable Housing for Extremely Low, Very Low, Low, and Moderate Income Households; (2) Encourage a Mix of Housing Throughout the City to Meet the Needs of Different Income Groups ; and (3) Encourage the Construction of Housing and Facilities to Meet Special Needs, Including Farmworkers, Homeless, Large Families, Seniors, and People with Physical or Mental Disabilities, and those with Developmental Disabilities
Rehabilitation	Approximately 46% of owner-occupied units and 47% of renter-occupied units in the City of Merced were built before 1980. This could indicate the potential need for rehabilitation and continued maintenance of approximately of these units, particularly for concerns related to lead-based paint.
Acquisition, including preservation	The Housing Element adopted on July 18, 2016 by the Merced City Council includes the goal of Housing Conservation and Rehabilitation. This goal's objectives include: (1) continue the City's Housing Rehabilitation Forgivable Loan Program; (2) Pursue State and Federal Funds to Support Conservation and Rehabilitation; (3) Work with the High Speed Rail Authority to reduce impacts to housing. Further, the City acquires market-rate housing to convert to affordable/supportive units. For the 2020 Annual Action Plan Year, both Sierra Saving Grace and the Merced Rescue Mission will carry out these types of projects.

Table 48 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City anticipate receiving funds through the CDBG and HOME programs as described below over the five year ConPlan period.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,124,056	96,000	59,101	1,279,157	4,880,224	
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	542,776	208,600	0	751,376	2,411,104	

Table 49 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will attempt to use HOME Funds, Grants, and other funding when appropriate to meet the objective of the Annual Action Plan. The City does add local funds (including unexpended CDBG funds from prior years if available) to further support the organizations and individuals receiving CDBG funding.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
MERCED	Government	Economic Development Housing Homelessness Non-homeless special needs Ownership Planning Rental Neighborhood Improvements Public facilities Public services	Jurisdiction
HOUSING AUTHORITY OF THE COUNTY OF MERCED	Government	Housing Homelessness	Region
MERCED CITY AND COUNTY CONTINUUM OF CARE	Government	Housing Homelessness Non-homeless special needs	Region

Table 50 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The strengths in the delivery system are interdepartmental communication and collaboration. City staff from various departments works with each other, with organizations and agencies that assist low-income individuals and with families in Merced and community residents to establish priorities for utilizing CDBG funding. The City also works closely with the CoC and the Housing Authority of the County of Merced. The City also has close relationships with Project Sentinel through the funding of its Fair Housing Counseling Program and with Habitat for Humanity through the funding of its homeowner rehabilitation program. The primary gap in the delivery system is due to inadequate funding resources. The need in the City outreaches the funding resources. As a result, even projects with a high priority may have to wait to be funded as the City continues to seek additional funding sources.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X	X	
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X		
Child Care	X		
Education	X		
Employment and Employment Training	X	X	
Healthcare	X	X	
HIV/AIDS	X		
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	
Other			
	X		

Table 51 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

All projects participating in CE will follow the assessment and triage protocols of the CE system. The assessment process will progressively collect only enough participant information to prioritize and refer participants to available CoC housing and support services.

The CoC has adopted the following phased approach to engage and appropriately serve persons seeking assistance through the CE system:

1. Initial Triage (Immediately): This first phase will focus on identifying the immediate housing crisis, and clarifying that the CoC crisis response system is the appropriate system to address the potential participant's immediate needs.
2. Diversion or Prevention Screening (Immediately): The second phase of assessment can also happen immediately upon engaging with a participant. During this phase, CE staff will examine existing CoC and participant resources and options that could be used to avoid the participant entering the homeless system of care.
3. Crisis Services Intake (Immediately): The third phase should also happen immediately, as it is intended to collect all information necessary to enroll the participant in a crisis response project such as emergency shelter or other homeless assistance project.
4. Initial Assessment (Within 3 business days): During the fourth phase, assessors will collect information to identify a participant's housing and service needs with the intent to resolve that participant's immediate housing crisis.
5. Comprehensive Assessment (Within 5 business days after initial assessment): In the fifth phase, the assessor will seek information necessary to refine, clarify, and verify a participant's housing and homeless history, barriers, goals, and preferences. Assessment information supports the evaluation of the participant's vulnerability and prioritization for assistance.
6. Next Step / Move On Assessment (Ongoing): The final phase will collect information revealed or known after an Initial Assessment is conducted when that new information might suggest a revised referral strategy. Or it will re-evaluate participants who have been stably housed for some time and who might be ready for less-intensive housing and service strategies.

Assessment Screening

The CE process may collect and document participants' membership in Civil Rights protected classes but will not consider membership in a protected class as justification for restricting, limiting, or steering participants to particular referral options

Assessor Training

The CoC is committed to ensuring that all staff who assist with CE operations receive sufficient training to implement the CE system in a manner consistent with the vision and framework of CE, as well as in accordance with the policies and procedures of its CE system.

The HMIS intake and assessment survey can only be conducted by staff or volunteers who have successfully completed training and been authorized by Community Action Agency (CAA) or Human Services Agency (HSA) HMIS. All intake and assessment surveys will be conducted using the approved HMIS Intake Forms and the Assessment Survey tool for the intended individual or family.

After initial training, the CoC will provide at least annual training for persons who will manage access point processes and conduct assessments for CE. Training will be offered at no cost to the agency or staff, and will be delivered by an experienced and professional trainer who is identified by the CoC. The

purpose of the training is to provide all staff who administer intakes and assessments with access to materials that clearly describe the methods by which assessments are to be conducted with adherence to the CoC's coordinated entry written policies and procedures. Topics for training will include the following:

- Review of CoC's written CE policies and procedures, including variations adopted for specific subpopulations;
- Requirements for use of assessment information to determine prioritization;
- Intensive training on the use of the CE assessment tool; and
- Criteria for uniform decision-making and referrals.

In addition, all assessment staff must be trained at least once regarding:

- How to conduct a trauma-informed assessment of participants, with the goal of offering special consideration to survivors of domestic violence and/or sexual assault to help reduce the risk of re-traumatization.
- Safety planning and other next-step procedures to be followed in the event that safety issues are identified in the process of conducting an assessment.

All staff administering assessments use culturally and linguistically competent practices in order to reduce barriers for underserved populations, including but not limited to immigrants and refugees, youth, individuals with disabilities, and LGBTQ individuals. The CoC shall further these practices by:

- Incorporating cultural and linguistic competency training and person-centered approaches into the required annual training protocols for participating projects and staff members;
- Using culturally and linguistically competent questions for all persons that reduce cultural or linguistic barriers to housing and services; and
- Providing staff access to and training in the procedures for obtaining interpretation and accessibility services.

CAA HMIS Systems Administrator will monitor the quality and consistencies of intake and assessments entered into HMIS and provide feedback, training, and adjustments to policies and procedures as necessary to address issues that may arise. Additionally, CAA HMIS may revoke the right of any individual user or agency to participate in HMIS and/or coordinated entry if the individual or agency violates user agreements or policies and procedures.

Participant Autonomy

It is crucial that persons served by the CoC's CE system have the autonomy to identify whether they are uncomfortable or unable to answer any questions during the assessment process, or to refuse a referral that has been made to them. In both instances, the refusal of the participant to respond to assessment

questions or to accept a referral shall not adversely affect his or her position on the CE's prioritization list.

The CoC will not deny services to any participant based on that participant's refusal to allow their data to be stored or shared unless a Federal statute requires collection, use, storage, and reporting of a participant's personally identifiable information as a condition of program participation. All CoC coordinated entry participants are free to decide what information they provide during the assessment process, to refuse to answer assessment questions, and to refuse housing and service options without retribution or limiting their access to other forms of assistance.

Note that some funders require collection and documentation of a participant's disability or other characteristics or attributes as a condition for determining eligibility. Participants who choose not to provide information in these instances could be limiting potential referral options.

If participants reject options, the CoC must describe the conditions for participants to maintain their place in CE prioritization lists. Programs may require participants to provide certain pieces of information to determine program eligibility only when the applicable program regulation requires the information in order to establish or document eligibility.

a. **Referral**

Notification of Vacancies

All CE participating providers will enroll new participants only from the CoC's CE referral process. To facilitate prompt referrals and to reduce vacancy rates, participating providers must notify the Collaborative Applicant of any known and anticipated upcoming vacancies.

When a TH, RRH, or PSH vacancy occurs or is expected to occur in the immediate future, the provider agency with the vacancy must alert the CE Coordinator via email within 1 business days of the vacancy. The notification must include specific details of the vacancy, including the project name, unit size, location, and any funder-defined eligibility requirements.

The Collaborative Applicant will provide vacancy information to the CE Governing Committee, which will work to identify a prioritized household to fill the vacancy during the next regularly scheduled housing referral coordination meeting. The Collaborative Applicant will use the by-name list to identify the highest prioritized and eligible household to fill the vacancy and refer the household to the provider with the vacancy.

All participating housing providers will enter their program inventory and eligibility criteria in HMIS. Program staff will work with the HMIS system administrator and CoC CES Administrator to make sure program information stays up to date. Additional eligibility criteria will be used to pre-screen individuals and households on the CES Administrator for basic eligibility

Participant-Declined Referrals

One of the guiding principles of CE is participant choice. This principle must be evident throughout the CE process, including the referral phase. Participants in CE are allowed to reject service strategies and housing options offered to them, without repercussion.

Individuals and families will be given information about the programs available to them and provided choices whenever feasible based on assessment information, vulnerability and need scores, preliminary eligibility pre-determinations, and available resources. Of the options available, participants will be afforded their choice of which project to be referred to. If an individual or family declines a referral to a housing program, they remain on the prioritization list until the next housing opportunity is available.

Provider-Declined Referrals

There may be instances when agencies decide not to accept a referral from the CE system. When a provider agency declines to accept a referred prioritized household into its project, the agency must notify the Collaborative Applicant of the denial and the reason for the denial. Refusals by projects are acceptable only in certain situations, including these:

- The person does not meet the project's eligibility criteria.
- The person would be a danger to self or others if allowed to stay at this particular project.
- The services available through the project are not sufficient to address the intensity and scope of participant need.
- The project is at capacity and is not available to accept referrals at this time.
- Other justifications as specified by the "referred to" project.

The agency must communicate the refusal to the Collaborative Applicant within 2 business days of making the refusal. The agency must notify the Collaborative Applicant why the referral was rejected, how the referred participant was informed, what alternative resources were made available to the participant, and whether the project staff foresee additional, similar refusals occurring in the future. This information will then be shared by the Collaborative Applicant with the CE Governing Committee, which will discuss and decide on the most appropriate next steps for both the project and the participant.

Promotion of utilization of CES

a. Affirmative Marketing & Outreach

All persons participating in any aspect of CE such as access, assessment, prioritization, or referral shall be afforded equal access to CE services and resources without regard to a person's actual or perceived membership in a federally protected class such as race, color, national origin, religion, sex, age, familial status, or disability. Additionally, all people in different populations and subpopulations in the CoC's geographic area, including people experiencing chronic homelessness, veterans, families with children,

youth, and survivors of domestic violence, shall have fair and equal access to the coordinated entry process.

Each project participating in CE is required to post or otherwise make publicly available a notice (provided by the CoC) that describes coordinated entry. This notice should be posted in the agency waiting areas, as well as any areas where participants may congregate or receive services (e.g., dining hall). All staff at each agency are required to know which personnel within their agency can discuss and explain CE to a participant who seeks more information.

The CoC will affirmatively market housing and supportive services to eligible persons in the CoC's geographic area who are least likely to apply in the absence of special outreach, including the following sub-populations: people experiencing chronic homelessness, veterans, families with children, youth, and survivors of domestic violence. Coordinated entry outreach will be designed to ensure the coordinated access process is available to all eligible persons regardless of race, color, national origin, religion, sex, age, familial status, disability, actual or perceived sexual orientation, gender identity, or marital status. Coordinated entry outreach and any marketing materials will clearly convey that access points are accessible to all sub-populations.

Good faith efforts at conducting an affirmative marketing strategy shall include the following:

1. Advertising in locations or media that are used and viewed or listened to by those identified as least likely to enter CoC services and housing;
2. Marketing CoC services and housing to specific community, religious, support organizations or other groups frequented by those least likely to enter CoC services and housing:
3. Developing a brochure or handout that describes CES processes to be used by persons experiencing a housing crisis to locate, identify, and access CES services;
4. Insuring that the CES management staff and operators of CES access points have read and understood the Fair Housing Act, and the purpose and objectives of the CES AMS.

Outreach will be conducted by existing outreach teams and programs in the community that act as coordinated entry access points, including outreach resources that specifically target people experiencing chronic homelessness, veterans, families with children, youth, LGBTQ youth, and survivors of domestic violence and human trafficking. Culturally competent outreach resources with strong existing ties to the community's most vulnerable populations will serve as coordinated entry access points to ensure that all subpopulations access coordinated entry. Outreach will be available in the following languages to meet the needs of minority, ethnic, and groups with Limited English Proficiency (LEP): Spanish and Hmong Assessments

b. Complaint and Appeal Processes

The CoC is committed to ensuring that no information is used to discriminate or prioritize households for housing and services on a protected basis such as race, color, religion, national origin, sex, age, familial status, disability, actual or perceived sexual orientation, gender identify, or marital status.

The CE participant information packet must include a form that details who the point of contact is for filing and addressing any nondiscrimination complaints, which can be filed by participants if they believe the nondiscrimination policy has been violated in their case during the CE process. Additionally, this form will describe and provide contact information on how to access the appeal process if they are not satisfied with or have any questions regarding how their complaints are handled. This form must be reviewed at the access point by CE staff, and must be signed by each participant.

c. Non-discrimination Policy

The CE system must adhere to all jurisdictionally relevant civil rights and fair housing laws and regulations. The CoC has designated the CE Governing Committee as the entity responsible for monitoring agencies on compliance with all CE requirements, including adherence to civil rights and fair housing laws and regulations. Failure to comply with these laws and regulations will result in a monitoring finding on the project, which may affect its position in the local CoC rating and ranking process.

- Fair Housing Act - prohibits discriminatory housing practices based on race, color, religion, sex, national origin, disability, or familial status.
- Section 504 of the Rehabilitation Act - prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- Title VI of the Civil Rights Act - prohibits discrimination on the basis of race,
- color, or national origin under any program or activity receiving federal financial assistance.
- Title II of the Americans with Disabilities Act - prohibits public entities, which
- include state and local governments and special purpose districts, from
- discriminating against individuals with disabilities in all their services, programs, and activities, which include housing and housing-related services such as
- housing search and referral assistance.
- Title III of the Americans with Disabilities Act - prohibits private entities that own, lease, and operate places of public accommodation, which include shelters, social service establishments, and other public accommodations providing housing, from discriminating on the basis of disability.

The Merced City and County CoC and all agencies participating in the coordinated entry process must comply with applicable equal access and nondiscrimination provisions of federal and state civil rights laws during every phase of the coordinated entry process.

Outreach will be conducted by existing outreach teams and programs in the community that act as coordinated entry access points, including outreach resources that specifically target people

experiencing chronic homelessness, veterans, families with children, youth, LGBTQ youth, and survivors of domestic violence and human trafficking. Culturally competent outreach resources with strong existing ties to the community's most vulnerable populations will serve as coordinated entry access points to ensure that all subpopulations access coordinated entry. Outreach will be available in the following languages to meet the needs of minority, ethnic, and groups with Limited English Proficiency (LEP): Spanish and Hmong Assessments.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The strengths in the delivery system are interdepartmental communication and collaboration. City staff from various departments works with each other, with organizations and agencies that assist low-income individuals and with families in Merced and community residents to establish priorities for utilizing CDBG funding. The primary gap in the delivery system is due to inadequate funding resources. The need in the City outreaches the funding resources. As a result, even projects with a high priority may have to wait to be funded as the City continues to seek additional funding sources.

The jurisdiction's faces the following challenges:

- Service providers who do not receive grant funding do not always understand the importance of the Homeless Management Information System (HMIS), so they do not enter their clients into the system.
- Not all stakeholders are comfortable with HMIS or do not have the staffing needed, requiring the lead HMIS agency to make entries on behalf of others.
- Not all vouchers for permanent housing that have been made available from the Merced Housing Authority are being used, largely due to landlords unwilling to rent to the homeless.
- We understand that our CEC Policies and Procedures are not in full compliance with recent HUD guidance and they are being updated. We recently awarded CESH money to the HMIS lead agency to expand and improve the HMIS system for CES information and listing.
- On a county wide level, we are having difficulty housing the chronically homeless due to the amount of case management needed for them to maintain housing and the unwillingness of landlords to rent to the chronically homeless.
- Overall, we acknowledge a need to re-focus on measurable outcomes for our system of care as opposed to responding to the immediate needs before us.

Therefore, the City and its partners are in the process of addressing these challenges.

In August 2019, a consultant was contracted to assess the current state of homelessness in Merced County, identify gaps in addressing it, update our CEC Policies and Procedures, and recommend next steps to ensure that our systems are aligned and funding is being used effectively.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City of Merced, through the Continuum of Care, will continue working to eradicate homelessness. The City will continue working with the Continuum of Care on goals aimed toward eliminating chronic homelessness in the City and the County. Through its commitment and dedication, the continuum, along with supporting agencies, will continue to strategize on approaches and ways to acquire more shelters and/or organizations that will provide homeless individuals not only with basic care needs but also job training and guidance. The issues associated with homelessness are complicated. Solutions to resolve this problem require considerable time, energy and financial resources, which, if not available, put an obstacle on achieving goals.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A Improve Public Infrastructure & Facilities	2020	2024	Non-Housing Community Development	City Wide	Expand/Improve Public Infrastructure & Facilities	CDBG: $429,292	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 20,000 Persons Assisted
2	2A Increase Owner Occupied Rehab Opportunities	2020	2024	Affordable Housing	City Wide	Preserve & Develop Affordable Housing	CDBG: $425,089	Homeowner Housing Rehabilitated: 15 Household Housing Units
3	2B Increase Affordable Housing Opportunities	2020	2024	Affordable Housing	City Wide	Preserve & Develop Affordable Housing	CDBG: $1,467,052 HOME: $2,686,535	Rental Units Constructed: 92 Household Housing Units Housing for Homeless Added: 30 Household Housing Units Rental Units Rehabilitated: 8 Household Housing Units Homeowner Housing Added: 1 Household Housing Units

4	2C Provide Assistance for Supportive Housing	2020	2024	Affordable Housing	City Wide	Preserve & Develop Affordable Housing	CDBG: $2,866,350 HOME: $76,874	Housing for Homeless Added: 11 Household Housing Units
5	3A Provide Vital Services for LMI Families	2020	2024	Non-Homeless Special Needs	City Wide	Public Services & Quality of Life Improvements	CDBG: $623,361 HOME: $159,071	Public Service Activities other than Low/Moderate Income Housing Benefit: 6,100 Persons Assisted Public Service Activities for Low/Moderate Income Housing Benefit: 30 Household Housing Units Homeless Prevention Overnight Shelter: 1,500 Persons Assisted
6	4A Provide Homeless Prevention Services	2020	2024	Homeless	City Wide	Homelessness Housing and Support Services	CDBG: $348,237	Homeless Prevention: 3,100 Persons Assisted
7	5A Provide Economic Development Assistance	2021	2024	Economic Development	City Wide	Economic Development	CDBG: $0	Not Planning to allocate CDBG or HOME funds to this type of service

Table 52 – Goals Summary

Goal Descriptions

1	**Goal Name**	1A Improve Public Infrastructure & Facilities
	Goal Description	The City will improve access to public infrastructure through development activities for LMI persons and households. Public infrastructure activities include improvements to infrastructure in the jurisdiction such as roadway resurfacing and improvements to curbs and ramps on sidewalks for ADA compliance. The City will also expand and improve access to public facilities through development activities for LMI persons and households and for special needs population (elderly, persons with a disability, victims of domestic abuse, etc.). Public facilities may include neighborhood facilities, community centers and parks and recreation facilities.
2	**Goal Name**	2A Increase Owner-Occupied Rehab Opportunities
	Goal Description	The City will provide for owner occupied housing rehabilitation in target areas of the jurisdiction. These activities will benefit LMI households.
3	**Goal Name**	2B Increase Affordable Housing Opportunities
	Goal Description	The City will work to increase homeownership opportunities for LMI households through new construction of homeowner & rental housing.
4	**Goal Name**	2C Provide Assistance for Supportive Housing
	Goal Description	The City will provide assistance for supportive housing for eligible residents in the City.
5	**Goal Name**	3A Provide Vital Services for LMI Families
	Goal Description	Provide supportive services for low- to moderate-income and special needs households in the jurisdiction. Public services will include: fair housing awareness, crime prevention programs, case management for emergency assistance, employment programs, health programs as well as services to address homelessness, persons with physical and mental health disabilities, the elderly, and the youth. Note that fair housing services provided under this goal will be paid for with HOME Administrative dollars.
6	**Goal Name**	4A Provide Homeless Prevention Services
	Goal Description	The City will provide for homeless prevention services for the homeless population in the jurisdiction.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City estimates that it will provide affordable housing opportunities of the following types and amounts:

Rental Units Constructed:	92 Household Housing Units
Housing for Homeless Added:	30 Household Housing Units
Rental Units Rehabilitated:	8 Household Housing Units
Homeowner Housing Added:	1 Household Housing Units
Supportive Housing Added:	11 Household Housing Units

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The County of Merced's Housing Authority has implemented modifications to current public housing units, if any, in public housing based on Section 504 Needs Assessment that it completed. Please refer to the HAMC Public Housing Authority Annual Plan for further information.

Activities to Increase Resident Involvements

HAMC encourages resident involvement through various methods, particularly focusing on self-sufficiency and enhancing the quality of one's own life. HAMC connects residents and participants to services, activities, and other organizations that promote that vision. There are network center (including public computer centers) and community partnerships for residents to utilize. On the HAMC website, resident can locate relevant services and service providers in dedicated "resident" and "resident services" sections. Additionally, HAMC provides information via webpage and mail outs to participants about the status of its programs and residents for current and future participants.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

N/A

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Public policies are meant to address the overall needs of citizens. Yet, there are times where they may have a negative effect on certain aspects of the community, specifically affordable housing and residential investment. Affordable housing and public and private residential investments are key components in furthering fair housing in any community. The primary tool communities have for identifying contributing factors for these barriers to housing is an assessment of fair housing and fair housing choice. In 2020, the City is updating the fair housing assessment. The 2020 update has found:

The City plans corresponding actions designed to strengthen the supply of affordable housing and narrow the affordability "gaps." Elements of those actions appear within this Consolidated Plan and beyond. Additionally, the City anticipates a review of public policies that may impede the development of affordable housing and to improve the understanding of their consequences.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Assistance to promote homeownership opportunities for Low- and Moderate- Income Homeowners

It can be difficult for Very Low, Low, and Moderate income first-time homebuyers to acquire sufficient savings and income to pay for a down-payment, closing costs, monthly mortgage, and tax and insurance payments. To address this problem, the City's Housing Program administers the First Time Homebuyer Program (FTHB), a special low-interest, deferred-payment loan program designed to provide "silent" second mortgages of up to $35,000, funded by the Home Investment Partnerships Program (HOME). Applicants must demonstrate financial need and pre-approval for a first mortgage; the second mortgage will be financed as a three-percent-interest, 5-year deferred loan payment.

The Housing Program also administers a down-payment assistance program funded by Neighborhood Stabilization Program (NSP) and Cal Home funds. The conditions of this loan are similar to the FTHB program described above with the exception that the home purchased must be a home that has been foreclosed upon within the City of Merced.

Efforts to Remove Constraints for Low-Income Homeowners to Maintain Safe Housing

The City considers safe housing a priority for all citizens. Unfortunately, many low-income homeowners are unable to make needed repairs to maintain safe housing. In an effort to remove the financial constraints faced by these homeowners, the City's Housing Program administers a Housing Rehabilitation Program funded by Community Development Block Grant (CDBG) funds. Through this program, homeowners can obtain a low-interest loan to make necessary repairs to their homes. In some cases, the homes are in such disrepair that it is more cost effective to demolish the existing home and reconstruct a new home.

The term, or payoff period, is usually 20 years for an amortized loan. The City also offers deferred payment loans. A deferred payment loan is one in which interest accumulates, but the borrower does not make any payments. In order to qualify for a deferred payment loan, the property must be owner-occupied and their entire housing cost is in excess of 30 percent of their household income.

Transfer of City-Owned Properties for Affordable Housing Development

Like much of California, Merced is facing a shortage of affordable housing. The City's Housing Element identifies several goals that center around increasing affordable housing opportunities for Merced's residents through new construction, rehabilitation, financial assistance programs, and coordinating innovative efforts with public and private partners. Student and migrant farmworker housing are particular concerns. City staff would like to leverage nine properties that are former-Redevelopment Authority owned sites to address the community's housing needs, particularly for multifamily rental housing. The City will follow new State procedures established this year that require making the properties available through an RFP to affordable housing groups.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The County of Merced Homeless Count and Subpopulation Survey suggest that in order to further reduce the number of homeless each year, every jurisdiction in the county should be encouraged to take affirmative steps that include setting annual "reduction" goals and adopting and implementing evidence-based and best practices to insure the goals are met.

Specific to engagement strategy, jurisdictions should identify, engage, house, and provide intensive integrated supportive services and treatment to the most vulnerable, visible, and hardest-to-reach chronically homeless single adults and families who have been living on the streets of Merced County.

Additionally, the City of Merced should focus on supporting street outreach and engagement efforts. Such action should continue to focus on identifying chronically homeless persons in need of a housing first approach. Such attention should be given to the most visible and hardest-to-reach individuals. These actions should have the support of various public and private partners who can help identify, house, and provide social services in order to help implement a housing first approach, including the creation of Permanent Supportive Housing.

The City of Merced coordinates with the County of regional homelessness needs. Below is a summary of regional coordination efforts underway.

1. *How Merced County has coordinated with CoC to identify share of regional need to address homelessness*

Assembly member Adam Gray has convened a subcommittee of Merced City and County CoC members to identify needs and a regional response to homelessness in Merced County. This task force consists of local elected officials, city managers and law enforcement agencies, and has been meeting regularly for over a year.

Data from Merced County's Homeless Management Information System and Point in Time counts were analyzed in recognition of the need for data-based, informed decisions.

These task force meetings have produced a regional response to Merced County's homelessness crisis, including:

- Agreement that Merced County will construct a "Navigation Center" shelter facility in Merced with supportive services on-site. The 75-bed Merced Navigation Center is planned to open in October 2020.

- Agreement that Merced County will create "mini-Navigation Centers" at other locations throughout Merced County. These are essentially transitional facilities offering shelter plus supportive services. These sites will all open during 2020 and be operated by Merced Rescue Mission.

- Agreement that the City of Merced will construct 119 units of affordable housing units, 30 of which will be units of permanent supportive housing.

- Request that CoC develop a housing inventory program to aid in expediting placements

- Request that CoC update the CES and HMIS to collect better data and enhance assessment tools

2. *Merced County's identified share of need and how requested funds help Merced County meet the need*

The requested HHAP funds will allow Merced County to meet operational needs of the 75-bed Merced Navigation Center opening October 2020.

The Merced Navigation Center will be a "low barrier" shelter – individuals with pets, possessions and partners will be accommodated. This definitely meets a regional need in addressing homelessness in the Merced County region.

A. Creating Sustainable, Long Term Housing Solutions

1) How Merced County is involved in the efforts to create sustainable, long term housing solutions for people experiencing homelessness

- In October 2019, Merced County replaced its zoning code, which had not been updated since 1977. The zoning code was updated to make it more user friendly and in alignment with State statutes relating to development of housing and emergency shelters.
- In April 2019 the County successfully applied for SB2 planning funds with which to update the Franklin-Beachwood Community Plan (Franklin-Beachwood is an unincorporated community in Merced County). SB2 intends to streamline housing production and increase affordable housing stock. The 1983 Franklin-Beachwood Community Specific Plan is the most outdated in the county. The revised Franklin-Beachwood Community Specific Plan will be adopted by June 2022.
- Since 2018 Merced County has worked with the City of Merced on its plans to construct a 119-unit affordable housing complex with 30 units of permanent supportive housing. In December 2019, Merced County declared a 5 acre parcel of land owned by the County and needed by the City as surplus property, and allowed sale of the property to the City for the project.

- In July 2019, Merced County contracted with a consultant for assistance in implementing its $631,401 "No Place Like Home" grant award from the California Department of Housing and Community Development (HCD). No Place Like Home is intended to develop permanent supportive housing for homeless persons who are also in need of mental health services. Merced County's NPLH technical assistance grant intends to support implementation of the Coordinated Entry System, permanent supportive housing and the accompanying supportive services required.
- Merced County's Department of Community and Economic Development collaborates with developers and outside organizations to encourage the development of affordable housing. Its code enforcement division investigates complaints of substandard housing conditions and works with property owners to bring housing up to code.

2) *List of all funds Merced County uses to provide housing and homeless services for homeless populations (federal, state and local)*

Project	**Purpose**	**Amount**	**Fund Source**
Pacheco Place *Merced County Behavioral Health*	8 beds perm supp hsg Operated by Merced County Community Action Agency	$153,562	HUD CoC
Home Start *Merced County Behavioral Health*	4 beds perm supp hsg Operated by Merced County Community Action Agency	$137,311	HUD CoC
CalWORKS Homeless Assistance *Merced County Human Services Agency*	Rental assistance for homeless CalWORKS families	$1,195,485	CA Dept Social Svcs
CalWORKS Housing Support	Rental assistance and support svcs for homeless CalWORKS families	$2,813,523	CA Dept Social Svcs

Merced County Human Services Agency			
Home Safe *Merced County Adult Protective Services*	Housing assistance	$747,080	CA Dept Social Svcs
Housing and Disability Advocacy *Merced County Human Services Agency*	Supportive svcs for disabled persons who are homeless	$261,788	CA Dept Social Svcs
Mental Health Services Act Housing Program *Merced County Behavioral Health*	10 units perm supportive hsg	$1,131,713	CA Dept of Mental Health
Projects for Assistance in Transition from Homelessness (PATH) *Merced County Behavioral Health*	Community outreach, case management, mental health svcs	$95,503	Dept of Health and Human Svcs
Outreach and Treatment Program *Merced County Behavioral Health*	Rental assistance for homeless w/ mental illness	$210,000	CA Dept of Healthcare Svcs
D Street Shelter	60 bed temporary shelter	$546,928	CA Assembly Bill 97

Merced County	Operated by Merced County Community Action Agency		
Outreach and Engagement Center *Merced County*	Outreach, assessment & referrals for homeless individuals	$1,609,526	CA Assembly Bill 97
Rescue Mission *Merced County*	Transitional shelter	$60,000	CA Assembly Bill 97
Rescue Mission *Merced County*	50 beds transitional shelter w/ supportive svcs	$986,354	CA Senate Bill 850
Juvenile Hall Demolition *Merced County*	Cleared site for construction of new Navigation Center, opening Oct 2020	$474,694	CA Assembly Bill 97
Navigation Center <u>Construction</u> *Merced County*	75 bed shelter w/ supportive svcs; opening Oct 2020	$1,749,441	CA Senate Bill 850
Navigation Center <u>Construction</u> *Merced County*	75 bed shelter w/ supportive svcs; opening Oct 2020	$2,500,000	Central CA Alliance for Health
Navigation Center <u>Operations</u> Merced County	75 bed shelter w/ supportive svcs; opening Oct 2020	$2,250,559 (3 yrs)	CA Senate Bill 850

Navigation Center <u>Operations</u> *Merced County*	75 bed shelter w/ supportive svcs; opening Oct 2020	$984,852 (3 yrs)	CA Senate Bill 2
Health Care Navigator *Merced County Human Services Agency*	Outreach to homeless; assist w/ accessing Medi-Cal	$1,173,963	CA Dept of Health Care Svcs

3) How the above resources are integrated or coordinated with Merced CoC members

Five of the above projects are delivered through partnerships with other CoC members, including:

- Merced County Community Action Agency is a non-profit corporation which operates 12 beds of permanent supportive housing and a 60 bed temporary shelter through contracts with Merced County.
- Merced Rescue Mission is a non-profit organization which will operate 50 beds of transitional shelter housing through contracts with Merced County.

Merced County also integrates its staffing resources in various ways to further the efforts of the CoC:

- Merced County employs several staff members to provide support services to the homeless population, including outreach staff, case managers, substance abuse counselors, housing navigator and health care navigator.
- Merced County lends staff support to assist with the annual Point in Time count.
- Merced County Human Services Agency is now the Collaborative Applicant for the Merced City and County Continuum of Care.

Merced County offers short term housing assistance, housing search assistance, credit repairs, crisis counseling, substance use disorder counseling, job training, transportation, and other services which support homeless individuals and families. These services are integrated into the overall system of care and utilized by other Merced CoC providers.

4) Current gaps in housing and homeless services for homeless in Merced County

Merced County's population is 282,928; more than a third are Medi-Cal members. Merced County is known for rates of poverty and unemployment approximately double the national average, and a shortage of housing which is affordable for residents. These factors have contributed to increasing rates of homelessness in Merced County.

In December 2019, the Merced County Homeless Management Information System documented that 1,503 unduplicated homeless adults had sought shelter services since December 2018.

The January 2019 Point in Time count discovered that 26% of those homeless persons contacted self-identified as current substance abusers, and 35% stated they had been admitted to the emergency department or hospital more than once during the previous year.

The target population usually have had frequent contact with law enforcement. They are likely to have a history of chaotic life functioning, leading to an erratic work history, financial instability, substance use disorder, and untreated medical conditions.

Therefore, the needs of the target population include:

- basic shelter, meals and showers;
- assistance in accessing permanent housing, transportation, mainstream benefits, and employment;
- medical assessment, treatment and referrals; and
- substance use disorder treatment.

It is clear that additional shelter beds and additional case management staffing are necessary to address homelessness and return individuals to productive functioning in the family, workplace, and community.

B. **HHAP Funding Plans**

1. *How jurisdiction plans to use HHAP and how it will complement existing funds to close identified gaps in housing and homeless services for homeless in Merced County*

The County is constructing a 75-bed shelter with support services on site, which will be known as the Merced Navigation Center. The Merced Navigation Center will open in October 2020 and will operate 24 hours per day. Construction will be accomplished via funding provided by Senate Bill 850 and (potentially) the Central California Alliance for Health.

The proposed HHAP funding – including the eight percent set aside for youth ages 18 to 24 - will be used to operate the Merced Navigation Center. HHAP funding will complement other

sources including CA Senate Bill 850 funds, CA Senate Bill 2 (Permanent Local Housing Allocation) funds, and the in-kind value of County staff time.

Merced County understands that ending homelessness requires immediate access to a safe and decent shelter. The Merced Navigation Center will be a low-barrier, service-enriched shelter targeting homeless adults with high risk chronic conditions. Individuals will be allowed to bring partners, pets, and personal belongings, thereby reducing the primary barriers to seeking shelter and supports.

The facility will feature sleeping beds, meals, showers, space for storing personal possessions, a pet kennel area, and conference/ classroom space. The facility will have round-the-clock staffing and security present.

Residents will receive coordinated care on site, including: case management; medical assessment and referrals; substance use disorder treatment; assistance in accessing mainstream benefits; job training and employment assistance; and assistance in locating permanent housing.

C. Collaborating Partner Efforts

Merced Police Department will refer homeless individuals to the Merced Navigation Center. Merced Police Department responds to complaints of homeless individuals appearing to sleep in public spaces not meant for human habitation, exhibiting signs of severe service needs, or otherwise coming into frequent contact with law enforcement.

County departments such as Merced County Human Services Agency and Merced County Behavioral Health and Recovery Services will offer supportive services at the site for Merced Navigation Center residents.

All Merced Navigation Center residents will receive a needs assessment in order to make linkages to appropriate providers. A clinical assessment will be performed to determine psychosocial history, a mental status exam and an alcohol and drug assessment.

Residents will then be assigned a case manager to monitor progress based on the initial assessments. The case manager will assure that residents receive support with group counseling and accessing all programs as appropriate, including Medi-Cal, Supplemental Security Income, employment assistance and transportation assistance.

A housing navigator will work with residents and the supportive services providers to locate and secure the appropriate level of permanent housing for residents. The housing navigator will check with Merced Housing Authority for rental assistance. Through the Housing Choice Voucher program, Merced Housing Authority offers up to $850 per month in rental assistance for 2,803 units, 150 of which are prioritized for homeless individuals or families.

Catholic Charities will come to the Merced Navigation Center and offer supportive services, including financial assistance for housing placement.

Merced County Community Action Agency, the lead HMIS agency, will provide support and assistance to Merced Navigation Center staff having difficulty using HMIS.

A contracted operator will oversee basic shelter and security.

1. *Barriers that Merced County experiences in partnering, and how these barriers will be addressed*

   Examples – lack of key stakeholders or service providers, political bureaucracy, approval methods, lack of community input

   Merced County's barriers are not unique to other County organizations.

   - The size of the organization presents challenges in information-sharing
   - The organization's institutional structure does not easily address homelessness. Departments which address specific aspects of homelessness are not staffed to take responsibility for a project which was initiated by another.
   - Identifying clear goals for the Merced Navigation Center – both in form and function – has proven challenging. Discussions regarding the size and type of facility took place for more than a year.

   Eventually agreement was reached when Merced County also allocated some of its CA Senate Bill 850 funds for small transitional shelters in areas of Merced County outside the City of Merced.

   - Local stakeholders lack the appropriate resources to house and case manage chronically homeless individuals with untreated mental illness, severe substance abuse, and chronic health conditions.
   - Some service providers are not funded by Continuum of Care, therefore, do not participate in the CoC or HMIS. We are still considering ways to partner with non-CoC service providers.
   - Homeless individuals willing to accept shelter or housing must wait longer for other assistance such as food, services, etc. due to a cumbersome and time-intensive referral process.

   We intend to address this barrier by designating specific days and times that service providers will be available to provide immediate connection to resources, rather than simply referrals.

- Merced County is known for a scarcity of housing which is affordable for its residents. At the same time, housing exists which is vacant due to substandard conditions.

Merced County intends to apply for Community Development Block Grant funding this year with which to augment its code enforcement division. Through a more robust code enforcement program and existing housing rehabilitation loan programs, the County intends to turn substandard properties into viable housing.

As described previously, a consultant has been contracted to assess the current state of homelessness in Merced County, identify gaps in addressing it, update our CEC Policies and Procedures, and recommend next steps to ensure that our systems are aligned and funding is being used effectively. These recommendations will include those for optimal utilization of the Merced Navigation Center.

2. *If no collaborative partners have been identified – process of how Merced County intends to include new and existing partners on HHAP project*

   Collaborative partners have not been identified because Merced County only approved construction of the Merced Navigation Center approximately 30 days ago – on January 14, 2020.

   One possibility under consideration is to move Merced County's Outreach Center to the Merced Navigation Center facility. As described previously, the staff assigned to the Outreach Center are tasked with connecting homeless individuals and families to services.

   The County is in the process of a Request for Proposals for a contracted management entity. The County expects to select a management entity by June 2020. The management entity will be expected to foster collaborative partnerships to enhance services to Merced Navigation Center residents.

Addressing the emergency and transitional housing needs of homeless persons

State Housing Law requires that cities identify sites that can adequately accommodate emergency homeless shelters. Additionally, cities must not unduly discourage or deter these uses. With the adoption of Ordinance Nos. 1633 and 1634, the Zoning Map was amended to designate an Emergency Shelter Overlay Zone District for emergency shelters at specific sites. In addition, Municipal Code definitions related to housing, including emergency shelters, transitional housing and supportive housing were amended such that transitional and supportive housing are residential uses subject to the same regulations and procedures that apply to other residential uses of the same type in the same zone. These amendments were requirements of State law (SB 2).

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City will continue to work with a multitude of service agencies to assist homeless persons make the transition to permanent housing and independent living. There are 86 emergency shelter beds available, all in the City of Merced this number of beds provides shelter to 17.3 percent of the known homeless population. Merced County Community Action Agency – now known as Merced County Community Action Board (MCCAB) is the largest provider of emergency shelter services to Merced County's homeless, with 62 of the total 86 beds throughout Merced County.

The Agency also operated Pacheco Place, an eight-unit/ 10-bed permanent supportive housing facility in Los Banos, opened in 2012 Pacheco Place is an apartment complex purchased in January 2012 in partnership with the Merced County Department of Mental Health. A grant award of $1,072,900 Mental Health Services Act Housing Program funds includes $400,000 for future operating costs of Pacheco Place.

In November 2010, the Merced County Department of Mental Health also applied for $287,576 in Continuum of Care funds from HUD with which to offer permanent supportive housing in Los Banos. Known as "Project Hope Westside", a location had not yet been found by December 2011 when the Continuum of Care technical submission was due. The two projects were combined, and the $287,576 Continuum of Care award will contribute to the sustainability of Pacheco Place.

The County's Continuum of Care has begun implementing a Housing First approach and a Rapid Re-housing approach. This program, combined with the county's emergency shelter and transitional shelter bed inventory, have largely contributed to the decrease in the number of homeless persons during the past couple of years as evidenced by the results of the 2013 homeless count.

Housing First is recognized as an evidence-based best practice model by national researchers and policymakers based on years of research and implementation. The implementation of a Housing First Approach has helped jurisdictions across the country significantly reduce their homeless population.

Implementation involves moving homeless persons - including chronically homeless individuals - from the streets and directly into housing and providing wrap-around services to ensure housing stability. This approach links chronically homeless persons to permanent supportive housing which provides subsidized housing and appropriate supportive services. This approach is in contrast to a "housing readiness model" which emphasizes that a homeless individual or family must address other issues such as substance abuse and mental illness through case management in a shelter or transitional housing program prior to entering affordable permanent housing.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Merced will continue to work with the County in using their Housing First and Rapid Re-housing approaches that were described on pages two and three. The 2015 homeless count and survey data revealed that 58% of the unsheltered homeless population is chronically homeless and in need of longer-term assistance such as rental assistance and wrap-around social services such as health care, employment services, mental health care, and life skills training. Thus, a Housing First approach is needed. Conversely, the data showed that 48% of the unsheltered homeless population is not chronically homeless and will likely need shorter-term assistance, such as a few months of rental assistance, and are not as reliant on social services. Thus, a Rapid Re-housing approach is needed.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

In accordance with the Lead-Based Paint Poisoning Prevention Act, as amended, the Residential Lead-Based Paint Hazard Reduction Act of 1992, associated federal regulations, and the City of Merced's policy regarding the identification and abatement of lead-based paint hazards, all housing activities assisted using Federal funds must undergo an assessment for possibility of lead based paint and the level of protection determined, per HUD's hazard reduction requirements, regardless of the year built. This includes homes purchased, sold, or rehabilitated through the City of Merced's subrecipient programs and multi-family housing projects receiving project-based assistance. After assessment and testing, if deteriorated lead-based paint surfaces are found, they must be stabilized during the rehabilitation of the property. Abatement must be performed by a certified lead-based paint professional, and a Clearance Inspection must be issued by the certified lead-based paint assessor prior to the issuance of the Notice of Completion. For homeowner-occupied rehabilitation projects, the homeowner of the property must receive a Lead Hazard Information pamphlet.

How are the actions listed above related to the extent of lead poisoning and hazards?

The age of the housing stock is the key variable for estimating the number of housing units with lead-based paint (LBP). Starting in 1978, the use of all LBP on residential property was prohibited. Since the age of housing stock in Merced is relatively young, most built after 1980, the probability of finding lead-based paint in a unit is low. However, the City will continue to provide lead-based paint testing, as required.

In the City of Merced, it is estimated that about 7,000 housing units occupied by low-income or very low-income households contain lead-based hazards. Although accurate statistics are not available, it is likely that many of these homes are concentrated in the South Merced area where there is a concentration of families in poverty and substandard housing, two factors that are often correlated with the incidence of lead poisoning. Lead based paint hazards represent an immediate risk to children.

Lead poisoning education and abatement efforts in Merced are provided through the cooperative efforts of the County Public Health Department, Environmental Health Division, and the Child Health and Disability Program. The abatement of lead-based hazards is a vital component of the City of Merced's Housing Rehabilitation Loan Program. All housing rehabilitation projects are assessed for lead based paint and lead based paint abatements are performed by licensed contractors.

How are the actions listed above integrated into housing policies and procedures?

In accordance with HUD and EPA Lead-Based Paint Disclosure, Lead Safe Housing Rule, and other federal regulations, the City of Merced's policies and procedures implement steps to evaluate each project for the possibility of lead paint hazards and the level of protection required, including abatement.

1. For Infrastructure projects:
    A. All projects shall submit a plan set to the Housing Division stating, “Any paint being removed shall be tested for Lead-Based Paint.”
    B. Housing staff will ensure the plan set with this Lead-Based Paint statement is received prior to finalizing and completing a NEPA Environmental Review and Assessment for the project, which it needs in order to move forward with expenditures.
2. Acquisition of property with a residential structure:
    A. Regardless of the year the home is constructed, the purchase agreement includes a requirement that the property be tested for lead-based paint. All properties with existing structures shall be tested.
        i. If the property tests negative, no further action is needed. The Housing Division files a copy of the testing and clearance reports in the project file for documentation.
        ii. If area(s) on the property tests positive for lead-based paint, the subject area(s) is/are stabilized and removed by a certified and licensed lead-based paint abatement contractor, then re-tested to obtain clearance certification.
        iii. This process will occur during the escrow process prior to release of funds, and escrow cannot be closed on the property until all identified LBP issues are cleared.
        iv. All testing, identification, abatement, and clearance reports are maintained in the project file for documentation.
        v. Environmental clearance in order to allow for the release of funds will not be finalized and completed unless lead paint issues are resolved.
3. Homeowner Rehabilitation projects:
    A. All rehabilitation projects are tested for lead-based paint.
    B. All homeowners are given a Lead Hazard Information pamphlet.
    C. Testing shall be performed first, before any other scheduled rehabilitation work on the home, unless in cases of immediate threat to life, health, and safety of the homeowner and occupants.
    D. If the property tests negative, no further action is needed. The Housing Division files a copy of the testing and clearance reports in the project file for documentation.
    E. If area(s) on the property tests positive for lead-based paint, the abatement of the lead-based paint is completed at no cost to the homeowner. The area(s) is/are stabilized and removed by a certified and licensed lead-based paint abatement contractor, then re-tested to obtain clearance certification.
    F. Abatement, clearance inspection, and certification must be issued prior to the issuance of the project’s Notice of Completion.
    G. All testing, identification, abatement, clearance, and any other relevant reports are maintained in the project file for documentation, and communications with either the contracted subrecipient and/or the homeowner documentation.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Merced's antipoverty strategy is closely aligned with the goals and objectives of the overall affordable housing plan. These goals include: reducing poverty, creating new and affordable housing, including opportunities for homeownership, developing and promoting services for at-risk populations, expanding job training, and providing public and social services. The City will also continue partnering with organizations to provide a continuum of services addressing the full range of needs of low- and moderate-income families.

All communities share a goal to eradicate poverty. The City recognizes that a goal to reduce poverty will contribute to the economic wellbeing of individuals and families. The families whose income increases above the poverty level will be able to live independent of public and private assistance. Making housing affordable is the keystone to the overall anti-poverty strategy. The City's Housing Element includes a housing affordability goal with the following objectives:

- Increase Homeownership Opportunities for Low and Moderate Income Groups
- Provide Financial Assistance as Needed to Extremely Low, Very Low and Low Income Renter Households
- Minimize Governmental Constraints to the Development, Improvement, and Maintenance of Housing.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The aforementioned policy is taken from the City's current Housing Element.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City's Development Services Department, is responsible for ensuring that the receipt and expenditure of HUD funds comply with program requirements through the monitoring of program performance. Careful evaluation of the housing and public service delivery system can be the most effective tool in detecting gaps and making appropriate modifications. Procedures will include in-house review of progress reports and expenditures and on-site visits to ensure compliance with federal regulations. The monitoring system will encourage uniform reporting to achieve consistent information on beneficiaries. Monitoring will also aim at resolving any program or accounting findings or other problems that may keep an organization from meeting its contractual obligations. Technical assistance will be provided where necessary.

Furthermore, project and financial data will be maintained using HUD's IDIS (Integrated Disbursement Information System) software. Use of this system allows HUD staff easy access to local data for review and progress evaluation.

a. Monitoring of Housing and Community Development Projects

The City will prepare a PY 2020-2021 Monitoring Plan comprising of:

- Conducting a risk-based assessment to identify which sub-recipients will receive a full, onsite monitoring versus a remote, desk monitoring
- Establishing a monitoring schedule
- Creating a monitoring checklist
- Conducting on-site visits, as applicable
- Notifying sub-recipients of monitoring results
- Providing technical assistance
- Ensuring that corrective actions, if needed, are taken

b. Ensuring Long-Term Compliance with CDBG Program and Planning Requirements

The City ensures compliance by:

- Checking project eligibility against regulations and staying in constant communication with the City's HUD CPD representative.
- Following the City's Subrecipient Monitoring Plan

- Reviewing HUD's monitoring handbook to ensure compliance with national objectives of low- and moderate-income area benefit and low-and moderate-income limited clientele, financial management requirements, and other CDBG Entitlement Program requirements
- Reviewing CPD notices on CDBG program and planning requirements

c. Ensuring Long-Term Compliance with HOME Program and Planning Requirements

To ensure long-term compliance with HUD regulations, the City not only recertifies its CHDOs annually but also assesses a developer's capacity to complete a HOME project and the project's long-term viability before awarding or committing HOME funds. This assessment involves vetting a developer in a number of areas.

In accordance with the rules of the HOME Investment Partnership Program the City monitors each HOME-assisted rental development annually through an extensive reporting process throughout the HOME affordability period. Onsite monitoring is performed at least every 3 years, but may be more often if any concerns are determined through the annual reporting process.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City has been allocated the following amounts by HUD for its CDBG and HOME programs.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,124,056	96,000	59,101	1,279,157	4,880,224	
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	542,776	208,600	0	751,376	2,411,104	

Table 53 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will attempt to use HOME Consortium Funds, Grants, and other funding when appropriate to meet the objective of the Annual Action Plan. The City does add local funds (including unexpended CDBG funds from prior years, if available) to further support the organizations and individuals receiving CDBG funding.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A Improve Public Infrastructure & Facilities	2020	2024	Non-Housing Community Development	City Wide	Expand/Improve Public Infrastructure & Facilities	CDBG: $98,338	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5,000 Persons Assisted
2	2A Increase Owner Occupied Rehab Opportunities	2020	2024	Affordable Housing	City Wide	Preserve & Develop Affordable Housing	CDBG: $64,366	Homeowner Housing Rehabilitated: 10 Household Housing Units

3	2B Increase Affordable Housing Opportunities	2020	2024	Affordable Housing	City Wide	Preserve & Develop Affordable Housing	HOME: $642,332	Rental Units Constructed: 89 Household Housing Units Housing for Homeless Added: 30 Household Housing Units Rental Units Rehabilitated: 0 Household Housing Units Homeowner Housing Added: 1 Household Housing Units
4	2C Provide Assistance for Supportive Housing	2020	2024	Affordable Housing	City Wide	Preserve & Develop Affordable Housing	CDBG: $885,037 HOME: $77,125	Housing for Homeless Added: 5 Household Housing Units
5	3A Provide Vital Services for LMI Families	2020	2024	Non-Homeless Special Needs	City Wide	Public Services & Quality of Life Improvements	CDBG: $162,282.00	Public Service Activities other than Low/Moderate Income Housing Benefit: 5,449 Persons Assisted

								Public Service Activities for Low/Moderate Income Housing Benefit: 30 Household Housing Units
								Homeless Prevention Overnight Shelter: 300 Persons Assisted
6	4A Provide Homeless Prevention Services	2020	2024	Homeless	City Wide	Homelessness Housing and Support Services	CDBG: $69,134	Homeless Prevention: 620 Persons Assisted

Table 54 – Goals Summary

Goal Descriptions

1	**Goal Name**	1A Improve Public Infrastructure & Facilities
	Goal Description	The City will improve access to public infrastructure through development activities for LMI persons and households. Public infrastructure activities include improvements to infrastructure in the jurisdiction such as roadway resurfacing and improvements to curbs and ramps on sidewalks for ADA compliance. The City will also expand and improve access to public facilities through development activities for LMI persons and households and for special needs population (elderly, persons with a disability, victims of domestic abuse, etc.). Public facilities may include neighborhood facilities, community centers and parks and recreation facilities.
2	**Goal Name**	2A Increase Owner-Occupied Rehab Opportunities
	Goal Description	The City will provide for owner occupied housing rehabilitation in target areas of the jurisdiction. These activities will benefit LMI households.
3	**Goal Name**	2B Increase Affordable Housing Opportunities
	Goal Description	The City will work to increase homeownership opportunities for LMI households through new construction of homeowner & rental housing.
4	**Goal Name**	2C Provide Assistance for Supportive Housing
	Goal Description	The City will provide assistance for supportive housing for eligible residents in the City. [update with specifics]
5	**Goal Name**	3A Provide Vital Services for LMI Families
	Goal Description	Provide supportive services for low- to moderate-income households in the jurisdiction. Public services will include: fair housing awareness, crime prevention programs, case management for emergency assistance, employment programs, health programs, as well as services to address homelessness, persons with physical and mental health disabilities, the elderly, and the youth. Note that fair housing counseling services under this goal will be funded with HOME Administrative funds.

6	**Goal Name**	4A Provide Homeless Prevention Services
	Goal Description	The City will provide for homeless prevention services for the homeless population in the jurisdiction.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Merced will provide activities that support one or more of the following projects during Program Year 2020.

Projects

#	Project Name
1	CDBG: Administration
2	CDBG: Housing Programs
3	CDBG: Public Facilities & Infrastructure
4	CDBG: Public Services
5	HOME: Administration
6	HOME: CHDO Reserves
7	HOME: Non-CHDO Development Activities

Table 55 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The priority needs for the City of Merced's 2020-2024 Consolidated Plan were determined through analysis of information gathered from a variety of sources. The City issued a NOFA and Request for Proposals, which was published on February 20, 2020 in the Merced County Times and the Merced Sun-Star newspapers. The notice requested proposals from non-profit organizations that have capacity to provide Fair Housing and Continuum of Care Services in the community. The City held informational meetings on 3/2/2020 and twice on 3/3/2020 to discuss program priorities and guide potential applicants in their program concepts. During the evaluation phase, all applications were screened to ensure the proposed project or activity met one of the priority needs.

Most agencies do not have necessary funds to provide all services needed by the clients and have stated in their applications that without HUD funds the project or program may not be able to fully serve the client need.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CDBG: Administration
	Target Area	City Wide
	Goals Supported	1A Improve Public Infrastructure & Facilities 2A Increase Owner-Occupied Rehab Opportunities 2B Increase Affordable Housing Opportunities 2C Provide Assistance for Supportive Housing 3A Provide Vital Services for LMI Families 4A Provide Homeless Prevention Services
	Needs Addressed	Expand/Improve Public Infrastructure & Facilities Preserve & Develop Affordable Housing Public Services & Quality of Life Improvements Homelessness Housing and Support Services
	Funding	CDBG: $244,011
	Description	Citywide administration of the CDBG program in PY 2020.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	
	Planned Activities	Admin, planning and neighborhood training
2	**Project Name**	CDBG: Housing Programs
	Target Area	City Wide
	Goals Supported	2A Increase Owner-Occupied Rehab Opportunities 2B Increase Affordable Housing Opportunities 2C Provide Assistance for Supportive Housing
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	CDBG: $719,457
	Description	Housing programs will include owner occupied housing rehabilitation, increased homeownership opportunities, and assistance for supportive housing. These activities will benefit LMI households.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 10 homes will be rehabilitated and 5 units will be added for formerly homeless individuals.
	Location Description	City Wide
	Planned Activities	Habitat for Humanity will receive $54,000 for homeownership rehabilitation. Sierra Saving Grace will receive $385,000 for acquisition of at least 1 (one) residential unit for repair and conversion to affordable/supportive rental housing for formerly homeless individuals or families Merced Rescue Mission will receive $357,500 for acquisition of at least 1 (one) residential unit for repair and conversion to affordable/supportive rental housing for formerly homeless individuals or families.
3	**Project Name**	CDBG: Public Facilities & Infrastructure
	Target Area	City Wide
	Goals Supported	1A Improve Public Infrastructure & Facilities
	Needs Addressed	Expand/Improve Public Infrastructure & Facilities
	Funding	CDBG: $82,500
	Description	Assistance for improving public infrastructure and facilities.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Improvements will benefit approximately 5,000 households.
	Location Description	City Wide
	Planned Activities	Funding will be made available for engineering projects.
4	**Project Name**	CDBG: Public Services
	Target Area	City Wide
	Goals Supported	3A Provide Vital Services for LMI Families 4A Provide Homeless Prevention Services
	Needs Addressed	Public Services & Quality of Life Improvements Homelessness Housing and Support Services
	Funding	CDBG: $156,146

	Description	The City will provide supportive and vital services for low income and special needs populations in the jurisdiction. Public services will target LMI citizens and may include services to address homelessness, persons with physical and mental health disabilities, the elderly, and the youth. Services may also include recreational programs for special needs populations, and education and health programs for special needs households. Public services for LMI will include: fair housing awareness, crime prevention programs, case management for emergency assistance, employment programs, and health programs.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	The following outcomes are expected: Public Service Activities other than Low/Moderate Income Housing Benefit: 5,419 Persons Assisted Public Service Activities for Low/Moderate Income Housing Benefit: 30 Household Housing Units Homeless Prevention Overnight Shelter: 300 Persons Assisted Public Service Activities other than Low/Moderate Income Housing Benefit: 30 Persons Assisted Homeless Prevention: 620 Persons Assisted
	Location Description	City Wide

	Planned Activities	The following organizations will receive funding for public services: Habitat for Humanity – Stanislaus will receive $4,920.00 for First-Time Homebuyer Education Classes. Sierra Saving Grace will receive $20,000.00 for its rental assistance program. Merced Rescue Mission will receive $20,000.00 to support its overnight warming center. Harvest Time will receive $22,026 for upgrades to its walk-in refrigeration/freezer units for homeless/LMI food distribution. Alliance for Community Transformations will receive $10,800 for its Housing & Financial Stability program for residents of Valley Crisis Center. Symple Equazion will receive $38,960.00 for its employment, personal finance, and life skills training Aim High POWER Academy program for formerly homeless young women. The City will reserve $39,440.00 for projects to be determined that will support the City's response to the COVID-19 pandemic.
5	**Project Name**	HOME: Administration
	Target Area	City Wide
	Goals Supported	2A Increase Owner-Occupied Rehab Opportunities 2B Increase Affordable Housing Opportunities 2C Provide Assistance for Supportive Housing
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	HOME: $75,137
	Description	Citywide administration of the HOME program in PY 2020. The City will use $30,000 of this amount to fund a fair housing counseling program that addressing the City's public services goal.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	City Wide
	Planned Activities	Admin

6	**Project Name**	HOME: CHDO Reserves
	Target Area	City Wide
	Goals Supported	2A Increase Owner-Occupied Rehab Opportunities 2B Increase Affordable Housing Opportunities 2C Provide Assistance for Supportive Housing
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	HOME: $522,000
	Description	The City will set aside 15% of HOME funds for CHDO affordable housing development activities including Rehab and Rental Housing Opportunities.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	These activities will benefit households through the addition of 89 affordable rental units and 30 units for formerly homeless individuals.
	Location Description	City Wide
	Planned Activities	CHDO affordable housing development activities including Rehab and Rental Housing Opportunities will be funded through the Childs Avenue & B Street Project.
7	**Project Name**	HOME: Non-CHDO Development Activities
	Target Area	City Wide
	Goals Supported	2A Increase Owner-Occupied Rehab Opportunities 2B Increase Affordable Housing Opportunities 2C Provide Assistance for Supportive Housing
	Needs Addressed	Preserve & Develop Affordable Housing
	Funding	HOME: $154,217
	Description	Non-CHDO Development Activities will be Rehab and Rental Housing Development for LMI households in the City.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Two units will be rehabilitated for low income households.
	Location Description	City Wide

	Planned Activities	The City will provide Habitat For Humanity with $81,727 and Sierra Saving Grace with $72,490 for acquisition and rehabilitation activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Merced will use a place-based strategy during the planning period. The geographic distribution of funding is predicated somewhat on the nature of the activity to be funded. It is the City's intent to fund activities in the areas most directly affected by the needs of low-income residents and those with other special needs. The Annual Action Plan directs investment geographically to an area benefit neighborhood. The area benefit category is the most commonly used national objective for activities that benefit a residential neighborhood. An area benefit activity is one that benefits all residents in a particular area, where at least 51% of the residents are low and moderate income persons. Public infrastructure improvements are an area benefit activity when they are located in a predominately low- and moderate-income neighborhood.

Geographic Distribution

Target Area	Percentage of Funds
City Wide	30

Table 56 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The basis for assigning the priority to each category was based on the identified needs expressed during the consultation and citizen participation process. In addition, priorities were determined by information gathered from the Census, a market study and existing community documents, which include the City of Merced's current Housing Element.

It is the City's intent to fund activities in the areas most directly affected by the needs of low-income residents and those with other special needs. To create substantive neighborhood improvements and stimulate additional, unassisted improvement efforts, the City will focus a portion of its housing-related funding in targeted low-income and special needs neighborhoods.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Merced has established the following goals for its 2020-2021 Annual Action Plan.

One Year Goals for the Number of Households to be Supported	
Homeless	35
Non-Homeless	120
Special-Needs	0
Total	155

Table 57 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	20
The Production of New Units	120
Rehab of Existing Units	10
Acquisition of Existing Units	5
Total	155

Table 58 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

N/A, there is no local City PHA, however, the City will rely on guidance from the County Housing Authority.

Actions planned during the next year to address the needs to public housing

The County of Merced's Housing Authority has implemented modifications to current public housing units, if any, in public housing based on Section 504 Needs Assessment that it completed. Please refer to the HAMC Public Housing Authority Annual Plan for further information.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HAMC encourages resident involvement through various methods, particularly focusing on self-sufficiency and enhancing the quality of one's own life. HAMC connects residents and participants to services, activities, and other organizations that promote that vision. There are network center (including public computer centers) and community partnerships for residents to utilize. On the HAMC website, resident can locate relevant services and service providers in dedicated "resident" and "resident services" sections. Additionally, HAMC provides information via webpage and mail outs to participants about the status of its programs and residents for current and future participants.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

N/A

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section provides an overview of existing housing needs in Merced. It focuses specify goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year. This section also indicates the number of affordable housing units that will be provided by program type, including rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units.

The City shall encourage the development of housing units for households earning 30 percent or less of the Median Family Income for Merced County. Specific emphasis shall be placed on the provision of family housing and non-traditional housing types such as single-resident occupancies, transitional facilities and housing units serving temporary needs. The City will encourage development of housing for extremely-low income households through a variety of activities such as outreach to nonprofit and for-profit housing developers, providing in-kind technical assistance for housing developers, financing and funding assistance and expedited processing as appropriate. The City's objective shall be to encourage and facilitate construction of supportive housing units for extremely-low income housing units during the 2020-2024 planning period**.**

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will continue to support programs and strategies which addresses the Priority Needs of Homeless Persons and Families. The City will financially support programs and services for the homeless through its CDBG Public Service Funding. Also, there is an existing continuum of care homeless system which serves Merced. The City's strategy is to continue to support the network of homeless service providers existing in Merced. In addition, the City supports the efforts of the County of Merced to end chronic and episodic homelessness which include 22 recommendations outlines in the 10 Year Plan to End Chronic Homelessness as well as the supporting the following additional recommendations:

- RECOMMENDATION 23: Design and implement a local Coordinated Assessment System
- RECOMMENDATION 24: Design and implement a winter warming center
- RECOMMENDATION 25: Develop and implement a "balanced" plan that will effectively approach the issue of homeless encampments and other related matters
- RECOMMENDATION 26: Develop partnerships between local government and nonprofit and for-

profit affordable housing developers

- RECOMMENDATION 27: Develop additional units of permanent affordable housing

Addressing the emergency shelter and transitional housing needs of homeless persons

State Housing Law requires that cities identify sites that can adequately accommodate emergency homeless shelters. Additionally, cities must not unduly discourage or deter these uses. With the adoption of Ordinance Nos. 1633 and 1634, the Zoning Map was amended to designate an Emergency Shelter Overlay Zone District for emergency shelters at specific sites. In addition, Municipal Code definitions related to housing, including emergency shelters, transitional housing and supportive housing were amended such that transitional and supportive housing are residential uses subject to the same regulations and procedures that apply to other residential uses of the same type in the same zone. These amendments were requirements of State law (SB 2).

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City will continue to work with a multitude of service agencies to assist homeless persons make the transition to permanent housing and independent living. There are 86 emergency shelter beds available, all in the City of Merced this number of beds provides shelter to 17.3 percent of the known homeless population. Merced County Community Action Agency – now known as Merced County Community Action Board (MCCAB) is the largest provider of emergency shelter services to Merced County's homeless, with 62 of the total 86 beds throughout Merced County.

The Agency also operated Pacheco Place, an eight-unit/ 10-bed permanent supportive housing facility in Los Banos, opened in 2012 Pacheco Place is an apartment complex purchased in January 2012 in partnership with the Merced County Department of Mental Health. A grant award of $1,072,900 Mental Health Services Act Housing Program funds includes $400,000 for future operating costs of Pacheco Place.

In November 2010, the Merced County Department of Mental Health also applied for $287,576 in Continuum of Care funds from HUD with which to offer permanent supportive housing in Los Banos. Known as "Project Hope Westside", a location had not yet been found by December 2011 when the Continuum of Care technical submission was due. The two projects were combined, and the $287,576 Continuum of Care award will contribute to the sustainability of Pacheco Place.

The County's Continuum of Care has begun implementing a Housing First approach and a Rapid Re-housing approach. This program, combined with the county's emergency shelter and transitional shelter

bed inventory, have largely contributed to the decrease in the number of homeless persons during the past couple of years as evidenced by the results of the 2013 homeless count.

Housing First is recognized as an evidence-based best practice model by national researchers and policymakers based on years of research and implementation. The implementation of a Housing First Approach has helped jurisdictions across the country significantly reduce their homeless population.

Implementation involves moving homeless persons - including chronically homeless individuals - from the streets and directly into housing and providing wrap-around services to ensure housing stability. This approach links chronically homeless persons to permanent supportive housing which provides subsidized housing and appropriate supportive services. This approach is in contrast to a "housing readiness model" which emphasizes that a homeless individual or family must address other issues such as substance abuse and mental illness through case management in a shelter or transitional housing program prior to entering affordable permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Merced will continue to work with the County in using their Housing First and Rapid Re-housing approaches that were described on pages two and three. The 2015 homeless count and survey data revealed that 58% of the unsheltered homeless population is chronically homeless and in need of longer-term assistance such as rental assistance and wrap-around social services such as health care, employment services, mental health care, and life skills training. Thus, a Housing First approach is needed. Conversely, the data showed that 48% of the unsheltered homeless population is not chronically homeless and will likely need shorter-term assistance, such as a few months of rental assistance, and are not as reliant on social services. Thus, a Rapid Re-housing approach is needed.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The development industry is faced with a variety of constraints in the construction of new housing. These constraints limit the number and increase the cost of housing units, which are constructed and may be loosely classified as governmental and non-governmental, although there is a strong interrelationship between these factors.

Federal, State, and local government policies and regulations can positively or negatively impact the availability and affordability of housing. Local governments have little or no influence upon the national economy or the Federal monetary policies that influence it. Yet these two factors have some of the most significant impacts on the overall cost of housing. The local housing market, however, can be encouraged and assisted locally. Part of the housing element's purpose is to require local governments to evaluate their past performance in this regard. By reviewing local conditions and regulations that may impact the housing market, the local government can prepare for future growth through actions that protect the public's health and safety without unduly adding to the cost of housing production. The analysis in this section does not include Federal or State policies or regulations that cannot be impacted by local government actions.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

<u>Efforts to Remove Constraints for First Time Home Buyers</u>

It can be difficult for Very Low, Low, and Moderate income first-time homebuyers to acquire sufficient savings and income to pay for a down-payment, closing costs, monthly mortgage, and tax and insurance payments. To address this problem, the City's Housing Program administers the First Time Homebuyer Program (FTHB), a special low-interest, deferred-payment loan program designed to provide "silent" second mortgages of up to $35,000, funded by the Home Investment Partnerships Program (HOME). Applicants must demonstrate financial need and pre-approval for a first mortgage; the second mortgage will be financed as a three-percent-interest, 5-year deferred loan payment.

The Housing Program also administers a down-payment assistance program funded by Cal Home funds. The conditions of this loan are similar to the FTHB program described above with the exception that the home purchased must be a home that has been foreclosed upon within the City of Merced.

<u>Efforts to Remove Constraints for Low-Income Homeowners to Maintain Safe Housing</u>

The City considers safe housing a priority for all citizens. Unfortunately, many low-income homeowners are unable to make needed repairs to maintain safe housing. In an effort to remove the financial

constraints faced by these homeowners, the City's Housing Program administers a Housing Rehabilitation Program funded by Community Development Block Grant (CDBG) funds. Through this program, homeowners can obtain a low-interest loan to make necessary repairs to their homes. In some cases, the homes are in such disrepair that it is more cost effective to demolish the existing home and reconstruct a new home.

The term, or payoff period, is usually 20 years for an amortized loan. The City also offers deferred payment loans. A deferred payment loan is one in which interest accumulates, but the borrower does not make any payments. In order to qualify for a deferred payment loan, the property must be owner-occupied and their entire housing cost is in excess of 30 percent of their household income.

Efforts to Provide Fair Housing

This is an on-going series of activities undertaken by the City of Merced's Housing Program to ensure that low and moderate-income households receive maximum benefit from the funds received by their local government. This area of activity includes constant attention to good communication between various service providing agencies in the community, knowledge of market conditions and forces that drive good policy decisions regarding the use of resources, and constant evaluation of program efforts. It also refers to the monitoring of the City's *Analysis of Impediments to Fair Housing Choice.* A total of $30,000 in HOME administrative funds will be spent in FY 2020 on Fair Housing activities, including a contract with Project Sentinel to provide fair housing services for the residents of Merced. This is an annual program.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

The section will describe the City's planned actions to carry out the following strategies outlined in the Consolidated Plan:

- Foster and maintain affordable housing;
- Evaluate and reduce lead-based paint hazards;
- Reduce the number of poverty-level families;
- Develop institutional structure; and
- Enhance coordination.

In addition, the City will identify obstacles to meeting underserved needs and propose actions to overcome those obstacles.

Actions planned to address obstacles to meeting underserved needs

Overall, Merced has several priority housing and community needs it plans to address over the next five years:

- To preserve, rehabilitate and enhance existing neighborhoods, and housing as applicable with an emphasis on South and Central Merced;
- Create neighborhood revitalization opportunities within targeted areas of the City.
- Provide support services for the City's residents with an emphasis on the homeless and services to seniors;
- Ensure that all housing programs are available without discrimination on the basis of race, color, religion, sex, national origin, ancestry, marital status, age, household composition, income, size, disability or any other arbitrary factor;
- To address to City's significantly high unemployment rate with economic development;
- To preserve, rehabilitate and enhance existing public facilities

It is the mission of the City to use resources to assist with businesses, job development, and the provision of safe, affordable housing. In short, we will do our part to maintain Merced as a community its residents are proud to call "home". Given the aforementioned 6 priorities, the City identified five

main goals:

- Provide decent affordable housing
- Maintain and promote neighborhood preservation
- Support special needs programs and services
- Construct or upgrade public facilities and infrastructure
- Facilitate the Construction of Permanent Supportive Housing
- Improve accessibility
- Economic Development

Actions planned to foster and maintain affordable housing

The City of Merced with support the development and maintenance of affordable housing through several planned projects during the 2020-2021 Action Plan Year. These projects include:

- Funding of Childs & B Affordable Housing project;
- Pursuit of development of former Redevelopment Agency properties for affordable housing; partnering with CHDO or local organizations to construct;
- Continuation of acquisition programs that convert market rate residential units to affordable housing;
- Monitoring of past projects to ensure they remain assets for safe, affordable housing.

Actions planned to reduce lead-based paint hazards

In the City of Merced it is estimated that about 7,000 housing units occupied by low-income or very low-income households contain lead-based hazards. Although accurate statistics are not available, it is likely that many of these homes are concentrated in the South Merced area where there is a concentration of families in poverty and substandard housing, two factors that are often correlated with the incidence of lead poisoning. Lead based paint hazards represent an immediate risk to children.

Lead poisoning education and abatement efforts in Merced are provided through the cooperative efforts of the County Public Health Department, Environmental Health Division and Child Health and Disability Program. The abatement of lead-based hazards is a vital component of the City of Merced's Housing Rehabilitation Loan Program. All housing rehabilitation projects are assessed for lead based paint and lead based paint abatements are performed by licensed contractors.

Actions planned to reduce the number of poverty-level families

Merced’s antipoverty strategy is closely aligned with the goals and objectives of the overall affordable housing plan. These goals include: reducing poverty, creating new and affordable housing, developing

and promoting services for at-risk populations, expanding job training, and providing public and social services. The City will also continue partnering with organizations to provide a continuum of services addressing the full range of needs of low- and moderate-income families.

All communities share a goal to eradicate poverty. The City recognizes that a goal to reduce poverty will contribute to the economic wellbeing of individuals and families. The families whose income increases above the poverty level will be able to live independent of public and private assistance.

Actions planned to develop institutional structure

The City supports cooperation in the development of affordable housing through financial and/or technical assistance. The City will cooperate with developers to provide housing opportunities for extremely-low, very-low, low and moderate income households. The City shall also evaluate the effectiveness of its partnerships with non-profit housing developers on an annual basis. Based on its findings, the City will seek ways to expand and foster its partnerships as appropriate. The City will assist and encourage housing development for extremely-low, very-low, low and moderate income households through a variety of activities such as providing in-kind technical assistance, funding support, land write-downs, expedited processing, fee deferrals, and incentives and concessions that meet or exceed State density bonus law as appropriate.

The City shall also encourage the development of housing units for households earning 30 percent or less of the Median Family Income for Merced County. Specific emphasis shall be placed on the provision of family housing and non-traditional housing types such as single-resident occupancies, transitional facilities and housing units serving temporary needs. The City will encourage development of housing for extremely-low income households through a variety of activities such as outreach to nonprofit and for-profit housing developers, providing in-kind technical assistance for housing developers, financing and funding assistance and expedited processing as appropriate.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's Housing Department maintains primary management of as well as the coordination of the various organizations involved in these processes. The staff within the Department work closely with other City departments and the community to develop programs and activities that improve low- and moderate-income neighborhoods throughout Merced. The administration of program activities includes housing, public facility and infrastructure improvements, public and social service activities and economic development activities. The City collaborates with public agencies, for-profit agencies, and non-profit organizations in order to provide the aforementioned programming and services.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	96,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**96,000**

Other CDBG Requirements

1. The amount of urgent need activities	0
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2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   N/A

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   Guidelines are attached.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   Guidelines are attached.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   N/A

Appendix - Alternate/Local Data Sources

1	**Data Source Name** 2006-2010 ACS, 2014-2018 ACS
	List the name of the organization or individual who originated the data set. US Census Bureau
	Provide a brief summary of the data set. **The American Community Survey (ACS)** is an ongoing survey that provides data every year -- giving communities the current information they need to plan investments and services. Information from the survey generates data that help determine how more than $400 billion in federal and state funds are distributed each year. The ACS is accessed through the American FactFinder website, which provides data about the United States, Puerto Rico and the Island Areas.
	What was the purpose for developing this data set? **ACS:** Information from the ACS help determine how more than $400 billion in federal and state funds are distributed each year to help communities, state governments, and federal programs.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Merced, CA
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2006-2010 ACS, 2014-2018 ACS5-Year Estimates
	What is the status of the data set (complete, in progress, or planned)? Complete
2	**Data Source Name** 2012-2016 CHAS
	List the name of the organization or individual who originated the data set. US Census Bureau, American Community Survey (ACS) and U.S. Department of Housing and Urban Development (HUD)
	Provide a brief summary of the data set. Each year, the U.S. Department of Housing and Urban Development (HUD) receives custom tabulations of American Community Survey (ACS) data from the U.S. Census Bureau. These data, known as the "CHAS" data (Comprehensive Housing Affordability Strategy), demonstrate the extent of housing problems and housing needs, particularly for low income households.

	What was the purpose for developing this data set? The CHAS data are used by local governments to plan how to spend HUD funds, and may also be used by HUD to distribute grant funds.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Merced, CA
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2012-2016 CHAS
	What is the status of the data set (complete, in progress, or planned)? Complete
3	**Data Source Name** 2014-2018 ACS 5-Yr Estimates
	List the name of the organization or individual who originated the data set. US Census Bureau
	Provide a brief summary of the data set. The American Community Survey (ACS) is an ongoing survey that provides data every year -- giving communities the current information they need to plan investments and services. Information from the survey generates data that help determine how more than $400 billion in federal and state funds are distributed each year. The ACS is accessed through the American FactFinder website, which provides data about the United States, Puerto Rico and the Island Areas.
	What was the purpose for developing this data set? Information from the ACS help determine how more than $400 billion in federal and state funds are distributed each year to help communities, state governments, and federal programs.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Merced, CA
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2014-2018 ACS 5-Year Estimates
	What is the status of the data set (complete, in progress, or planned)? Complete
4	**Data Source Name** 2013-2017 ACS (Workers), 2017 LEHD (Jobs)

	List the name of the organization or individual who originated the data set. 2013-2017 ACS and 2017 Longitudinal Employee-Household Dynamics: United States Census Bureau
	Provide a brief summary of the data set. **The American Community Survey (ACS)** is an ongoing survey that provides data every year -- giving communities the current information they need to plan investments and services. Information from the survey generates data that help determine how more than $400 billion in federal and state funds are distributed each year. The ACS is accessed through the American FactFinder website, which provides data about the United States, Puerto Rico and the Island Areas. **The Longitudinal Employer-Household Dynamics (LEHD)** program is part of the Center for Economic Studies at the U.S. Census Bureau. The LEHD program produces new, cost effective, public-use information combining federal, state and Census Bureau data on employers and employees under the Local Employment Dynamics (LED) Partnership.
	What was the purpose for developing this data set? **ACS:** Information from the ACS help determine how more than $400 billion in federal and state funds are distributed each year to help communities, state governments, and federal programs. **LEHD:** Information from the LEHD help state and local authorities who increasingly need detailed local information about their economies to make informed decisions. The LEHD Partnership works to fill critical data gaps and provide indicators needed by state and local authorities. LEHD's mission is to provide new dynamic information on workers, employers, and jobs with state-of-the-art confidentiality protections and no additional data collection burden.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Merced, CA
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2013-2017 ACS (Workers), 2017 LEHD (Jobs) - The most recent data available for the LEHD was 2017. The 2013-2017 ACS data was used to match.
	What is the status of the data set (complete, in progress, or planned)? Complete
5	**Data Source Name** HUD 2019 FMR and HOME Rents
	List the name of the organization or individual who originated the data set. US Department of Housing and Urban Development (HUD)

	Provide a brief summary of the data set. Fair Market Rents (FMRs) are set by HUD and used to determine payment standard amounts for HUD Programs. HUD annually estimates FMRs for the Office of Management and Budget (OMB) defined metropolitan areas, some HUD defined subdivisions of OMB metropolitan areas and each nonmetropolitan county. HOME Rents Limits are based on FMRs published by HUD. HOME Rent Limits are set to determine the rent in HOME-assisted rental units and are applicable to new HOME leases.
	What was the purpose for developing this data set? Fair Market Rents (FMRs) are used to determine payment standard amounts for HUD Programs. HOME Rent Limits are the maximum amount that may be charged for rent in HOME-assisted rental units and are applicable to new HOME leases.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Merced, CA
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2019
	What is the status of the data set (complete, in progress, or planned)? Complete
6	**Data Source Name** PIC (PIH Information Center)
	List the name of the organization or individual who originated the data set. US Department of Housing and Urban Development (HUD)
	Provide a brief summary of the data set. IMS/PIC is responsible for maintaining and gathering data about all of PIH's inventories of HAs, Developments, Buildings, Units, HA Officials, HUD Offices and Field Staff and IMS/PIC Users.
	What was the purpose for developing this data set? IMS/PIC is responsible for maintaining and gathering data about all of PIH's inventories of HAs, Developments, Buildings, Units, HA Officials, HUD Offices and Field Staff and IMS/PIC Users.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Merced, CA
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2019

	What is the status of the data set (complete, in progress, or planned)? Complete
7	**Data Source Name** 2019 Housing Inventory Count
	List the name of the organization or individual who originated the data set. US Department of Housing and Urban Development (HUD)
	Provide a brief summary of the data set. The Housing Inventory Count Reports provide a snapshot of a CoC's HIC, an inventory of housing conducted annually during the last ten days in January, and are available at the national and state level, as well as for each CoC. The reports tally the number of beds and units available on the night designated for the count by program type, and include beds dedicated to serve persons who are homeless as well as persons in Permanent Supportive Housing.
	What was the purpose for developing this data set? HIC provides the inventory of housing conducted annually during the last ten days in January. The reports tally the number of beds and units available on the night designated for the count by program type, and include beds dedicated to serve persons who are homeless.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? COC
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2019
	What is the status of the data set (complete, in progress, or planned)? Complete
8	**Data Source Name** Bureau of Labor Statistics
	List the name of the organization or individual who originated the data set. Bureau of Labor Statistics (BLS)
	Provide a brief summary of the data set. BLS unemployment rates are from the BLS **Local Area Unemployment Statistics (LAUS).** This program produces monthly and annual employment, unemployment, and labor force data for Census regions and divisions, States, counties, metropolitan areas, and many cities, by place of residence.

	What was the purpose for developing this data set? The purpose of the BLS data is to collect, analyze, and disseminate essential economic information to support public and private decision making.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Merced, CA
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2019
	What is the status of the data set (complete, in progress, or planned)? Complete

City of Merced
2020 Analysis of Impediments to Fair Housing Choice
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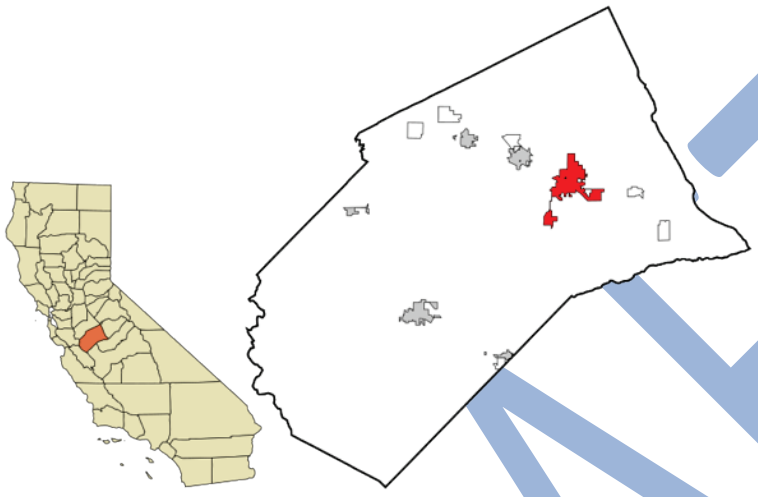
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Section 1. Executive Summary

The City of Merced is the county seat of Merced County, California and is located in the San Joaquin valley. The following Analysis of Impediments to Fair Housing Choice (AI) serves as a comprehensive look at fair housing issues in the City of Merced. The report includes an analysis of various demographic, economic, and housing indicators, a review of public and private sector policies that affect fair housing, and a review of the City's efforts to affirmatively further fair housing per federal law.



Location of the City of Merced in Merced County and California

With the rising pressure to create affordable housing, the City faces barriers and impediments such as lack of sufficient new housing development and a continued need for fair housing awareness and education in order to effectively realize fair housing for all residents seeking homes. The City has taken steps to promote fair housing and to educate its leadership, staff, and residents to ensure that all residents are protected under state and local law and to adhere with the Department of Housing and Urban Development (HUD) regulations on fair housing as required by HUD entitlement grants.

The conclusion of this analysis has identified several current impediments to fair housing choice. For each impediment, recommendations and outcome measures have been identified for activities that can help to alleviate these impediments moving forward. The current impediments to fair housing choice are:

Impediment #1 *Lack of knowledge of fair housing laws and fair housing resources among the general public and property owners*

- The general public often does not understand fair housing rights or the fair housing complaint processes;
- Fair housing opportunities are not readily available on the City's website.

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Impediment #2 *Disproportionate Housing Problems for Special Needs Populations*

- Accessible and affordable housing choices for persons with disabilities and the elderly are limited;
- Fair housing complaints are most likely to be based on failures by property owners to provide reasonable accommodations to tenants;
- Homelessness is an increasing problem in Merced and people experiencing homelessness are in need of both housing and supportive services.

Impediment #3 *Economic barriers due to limited supply of adequate and accessible affordable housing*

- High costs, especially for extremely low- and very low- income renters who face significant affordability "gaps;"
- Low vacancy rates leave limited housing options and few that are affordable.

Impediment #4 *Lending access for Black and Very Low Income Households*

- Black households represent over 5% of the population in Merced but just 4% of all home purchase applicants in 2017 indicating a need for greater outreach and information to Black communities with respect to lending opportunities. In contract, White household represent about 27% of the population but 39% of home purchase applications. Asian household represent 11% of the population but 17% of home purchase applications;
- Very Low Income applicants are five times more likely to be denied for home purchase loans than other applicants.

Methodology

The Analysis of Impediments to Fair Housing Choice consists of a comprehensive review of laws, regulations, policies, and practices affecting housing affordability, accessibility, availability, and choice within the City of Merced. The assessment specifically includes an evaluation of:

- Existing socio-economic conditions and trends in the City, with a particular focus on those that affect housing and special needs populations;
- Public and private organizations that impact housing issues in the City and their practices, policies, regulations, and insights relative to fair housing choice;
- The range of impediments to fair housing choice that exists within both the urban center communities and other areas of the City;
- Specific recommendations and activities for the City to address any real or perceived impediments that exist; and

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- Effective measurement tools and reporting mechanisms to assess progress in meeting fair housing goals and eliminating barriers to fair housing choice

Additional quantitative data were obtained from sources including U.S. Census Bureau reports, American Community Survey data (ACS), the US Bureau of Labor Statistics (BLS), Longitudinal Employer-Household Dynamics (LEHD), Boxwood Means Inc. via PolicyMap, Federal Financial Institutions Examination Council (FFIEC), Home Mortgage Disclosure Act data (HMDA), and the US Department of Housing and Urban Development (HUD).

Purpose of Fair Housing

Fair housing has long been an important issue in American urban policy – a problem born in discrimination and fueled by growing civil unrest that reached a boiling point in the Civil Rights Movement. The passing of the Fair Housing Act in 1968 was a critical step towards addressing this complex problem, but it was far from a permanent solution. Since the passing of the Act, community groups, private businesses, concerned citizens, and government agencies at all levels have worked diligently to battle housing discrimination. The Fair Housing Act mandates that HUD 'affirmatively further fair housing' through its programs. Towards this end, HUD requires funding recipients to undertake fair housing planning (FHP) in order to proactively take steps that will lead to less discriminatory housing markets and better living conditions for minority groups and vulnerable populations.

This 2020 Analysis of Impediments to Fair Housing Choice is an in-depth study of potential barriers, challenges and opportunities for housing choice for Merced residents on a citywide scale. Impediments to Fair Housing are defined as any actions, omissions, or decisions based upon race, color, religion, national origin, disability, gender, or familial status that restrict, or have the effect of restricting, housing choice or the availability of housing choice. Fair Housing Choice is the ability of persons of similar income levels – regardless of race, color, religion, national origin, disability, gender, or familial status – to have the same housing choices.

The Analysis of Impediments is an integral component of the fair housing planning process and consists of a review of both public and private barriers to housing choice. It involves a comprehensive inventory and assessment of the conditions, practices, laws, and policies that impact housing choice within a jurisdiction. It provides documentation of existing, perceived and potential fair housing concerns, and specific action strategies designed to mitigate or eliminate obstacles to housing choice for the residents. The Analysis is intended to serve as a strategic planning and policy development resource for local decision makers, staff, service providers, the private sector, and community leaders in the City. As such, this Analysis of Impediments will ultimately serve as the foundation for fair housing planning in the City. The long-term objective of this Analysis of Impediments to Fair Housing Choice is to make fair housing choice a reality for residents through the prevention of discriminatory housing practices.

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Fair Housing Concepts

Housing choice plays a critical role in influencing individuals' and families' abilities to realize and attain personal, educational, employment and income potential. The fundamental goal of HUD fair housing policy is to make housing choice a reality through sound planning. Through its on-going focus on Fair Housing Planning, HUD "is committed to eliminating racial and ethnic discrimination, illegal physical and other barriers to persons with disabilities, and other discriminatory practices in housing." Among the recurring key concepts inherent in fair housing planning are:

- *Affirmatively Further Fair Housing (AFFH)* – Under its community development programs, HUD requires its grantees to affirmatively further fair housing through three broad activities: 1) conduct an Analysis of Impediments to Fair Housing Choice; 2) act to overcome identified impediments; and 3) track measurable progress in addressing impediments and the realization of fair housing choice.

- *Affordable Housing* – Decent, safe, quality housing that costs no more than 30% of a household's gross monthly income for utility and rent or mortgage payments.

- *Fair Housing Choice* – The ability of persons, regardless of race, color, religion, national origin, disability, gender, or familial status, of similar income levels to have the same housing choices.

- *Fair Housing Planning (FHP)* – Fair Housing Planning consists of three components: the Analysis of Impediments, a detailed Action Plan to address identified impediments, and a monitoring process to assess progress in meeting community objectives. FHP consists of a close examination of factors that can potentially restrict or inhibit housing choice and serves as a catalyst for actions to mitigate identified problem areas.

- *Impediments to Fair Housing* – Any actions, omissions, or decisions based upon race, color, religion, national origin, disability, gender, or familial status that restrict, or have the effect of restricting, housing choice or the availability of housing choice.

- *Low and Moderate Income* – Defined as 80% of the median household income for the area, subject to adjustments for areas with unusually high or low incomes or housing costs. Very low-income is defined as 50% of the median household income for the area, subject to adjustments for areas with unusually high or low incomes or housing costs. Poverty level income is defined as 30% or below median household income.

- *Private Sector* – Private sector involvement in the housing market includes banking and lending institutions, insurance providers, real estate and property management agencies, property owners, and developers.

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- *Public Sector* – The public sector for the purpose of this analysis includes local and state governments, regional agencies, public housing authorities, public transportation, community development organizations, workforce training providers, and community and social services.

Organization of Report

This AI is divided into seven sections:

- Section 1: The Executive Summary defines fair housing and explains the purpose of this report.

- Section 2: The Jurisdictional Background Data presents the demographic, housing and income characteristics of Merced. Major employers and transportation access to job centers are identified. The relationships among these variables are discussed.

- Section 3: Mortgage Lending Practices analyzes private activities that could impede fair housing choices in Merced.

- Section 4: Public Policies and Practices evaluates various public policies and actions that could impede fair housing choices in Merced.

- Section 5: Fair Housing Practices evaluates the fair housing services available to residents and identifies fair housing complaints and violations in Merced.

- Section 6: Previously Identified Impediments to Fair Housing summarizes progress made toward addressing impediments noted in the 2015 Analysis.

- Section 7: Identification of Impediments to Fair Housing Choice provides conclusions and recommendations about fair housing issues in Merced.

Citizen Participation Process

Community Advisory Meetings
Merced residents and public and private agencies either directly or indirectly involved with fair housing issues in Merced were invited to participate in four community advisory committee meetings.

The meetings provided the opportunity for the Merced community to gain awareness of fair housing laws and for residents and service agencies to share fair housing issues and concerns. To ensure that the fair housing concerns of low- and moderate-income and special needs residents were addressed, individual invitation letters were distributed via mail and e-mail, if available, to

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agencies and organizations that serve the low- and moderate-income and special needs community. Agencies and organizations that were invited and contributed directly to this report.

Meeting times and dates were placed in Merced's newspaper and posted conspicuously at City Hall. Due to extensive outreach efforts, attendance at the public meetings included several service providers and citizen groups that work with residents considered a protected class according to HUD's definition. These community members and service providers supplied first-hand insight into fair housing issues and concerns.

Resident Survey

To supplement the citizen advisory meetings, a survey was made available to Merced residents at City Hall as well as online at the City's Web site. Spanish versions of the survey were also provided to reflect the diversity of Merced's residents. During the 8 week survey period, completed surveys were submitted by 204 Merced residents.

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Section 2. Jurisdictional Background

Introduction

The Demographic Profile looks at the City from the perspective of its people, exploring variables such as race and ethnicity, age, disability status, and others. This information will allow the City to answer one of the most important questions when addressing fair housing issues, *who* is in need of assistance. People are at the foundation of the decision-making process and understanding what the demographics of the City are and how they have changed is necessary before policy changes can be proposed.

The majority of the data in this section comes from either the 2010 Decennial Census or the 2013-2017 American Community Survey, both conducted by the US Census Bureau. When additional data sources are used, they will be clearly identified. It should be noted that the estimates provided are meant to show overall trends and not exact counts. In most cases, different data sources will differ on their estimates due to differences in methodology, but the overall trends will support each other.

Population

Understanding the change in population that occurs over time is necessary to properly address and forecast the housing needs in the community. Not only is it important to be aware of the current population but it is also necessary to look at historical trends. When a population grows more quickly than the housing stock the overall demand increases which puts upward pressure on housing prices. Increased prices make it more difficult to locate affordable, safe, and secure housing, particularly for lower income households.

There are approximately 82,008 people living in the City, which represents 28.4% growth since 2000. The majority of the growth occurred between 2010 and 2017 when the City gained over 13,000 residents. The City's growth rate was noticeably higher than the state where the growth rate was 15.1%.

Table 1: Population

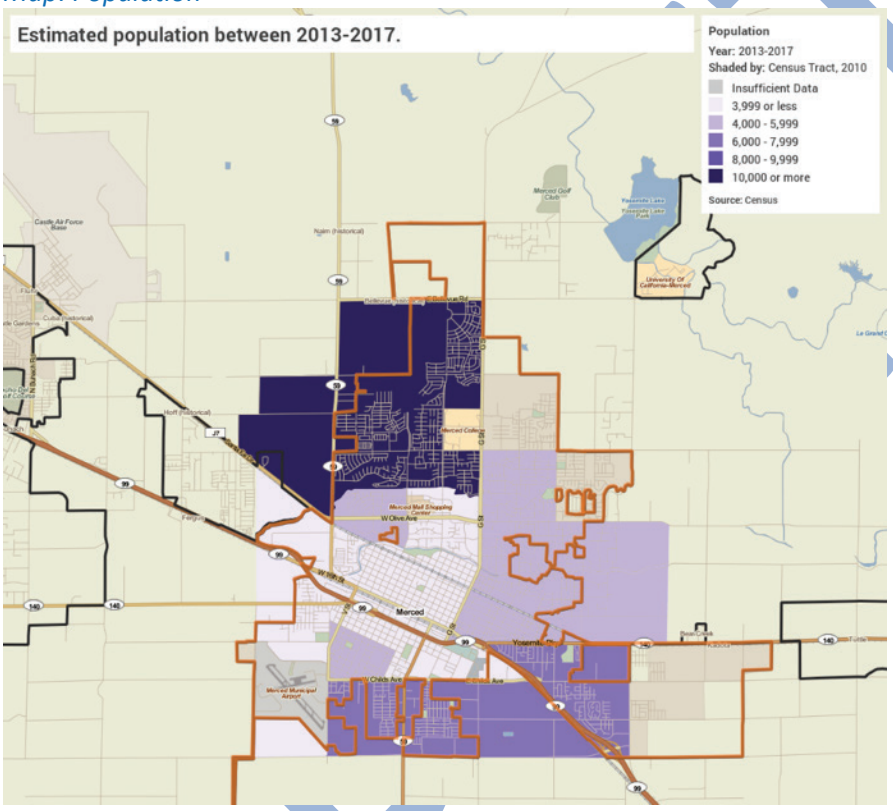
	2000	2010	2017	% Change 2000-2010	% Change 2010-2017	% Change 2000-2017
City of Merced	63,893	77,080	82,008	20.6%	6.4%	28.4%
California	33,871,648	36,637,290	38,982,847	8.2%	6.4%	15.1%
Source: 2000 & 2010 Census, 2013-2017 American Community Survey 5-Year Estimates (DP05)						

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Census tracts are geographic boundaries that are determined by the U.S. Census Bureau. After every decennial census the boundaries of tracts are altered to adjust to any population changes with the goal of approximately 4,000 people per tract. When a census tract has significantly more people than that it often represents areas of population growth since the boundaries were drawn. Similarly, when a tract has a population that is significantly less than 4,000 people it may mean that the population in those areas is decreasing.

In Merced, the population in each census tract is not uniform. Tracts in the center of the City have relatively small populations, under 4,000. The largest population tracts are in the north part of the City with 10,000 or more people.

Map: Population



Source: 2013-2017 ACS via PolicyMap

Age

The age distribution is vitally important to the housing market and a jurisdiction's economy. The needs of residents vary depending on what stage of life they are in. Residents who are nearing retirement or currently retired are often looking to downsize into smaller homes and may prioritize accessibility and transportation options. Young adults, particularly new families, have different housing demands and tend to look for homes they can grow into and possibly raise children in. Understanding how the age of the population is changing is important to determine

which types of housing units are in need and it will also help set realistic goals for what funds will be available.

Like much of the country, the demographic data from the City indicates that the average age of the population is increasing. In 2017, the median age of the population was 34.9 years old. That is an increase of 1.3 years since 2000 when the median age was 29.2 years old. In general, the population can be divided into three age groups: Youth (24 and younger), Working Age (24 to 60), and Elderly (60 and older). In Merced, 43.2% of the population is Youth, 47% are Working Age, and 9.7% are Elderly. The largest age group in the City is the 25 to 34 years old group with 12,555 people, or 15.3% of the population. That large age cohort has more people in it than all the Elderly people in the City.

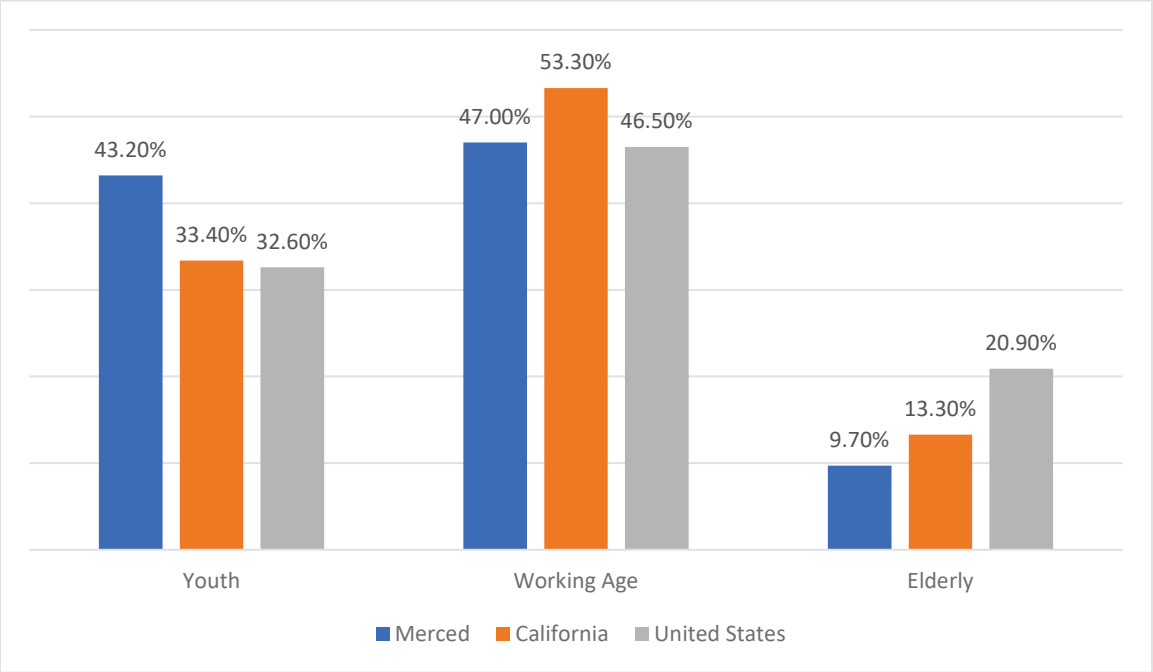
Table: Age

	Number of People in Age Group	**Percent of People in Age Group**
	Merced	
Under 5 years	6,802	8.3%
5 to 9 years	7,000	8.5%
10 to 14 years	7,036	8.6%
15 to 19 years	6,429	7.8%
20 to 24 years	8,208	10.0%
25 to 34 years	12,555	15.3%
35 to 44 years	9,465	11.5%
45 to 54 years	9,218	11.2%
55 to 59 years	4,086	5.0%
60 to 64 years	3,286	4.0%
65 to 74 years	4,725	5.8%
75 to 84 years	2,227	2.7%
85 years and over	971	1.2%
Median Age	29.2	(x)
Source: 2013-2017 American Community Survey 5-Year Estimates (DP05)		

When compared to the State of California and the nation as a whole, the City of Merced stands out as having a relatively large youth population. Additionally, the City's elderly population is particularly small compared to the other jurisdictions. The age demographics of Merced create a demand for housing that differs from communities with an older population.

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Graph: Age Groups by Jurisdiction



Youth

As noted above, Merced has a relatively large Youth population. In order to understand the consequences of this it is important to look at data for the youth subpopulations: Pre-School Age, Children, High School Age, and College Age. Due to data limitations the ages used in each category are an approximation of the members of each group.

Pre-School Age (Under 5 Years)

In many ways, children of this age represent how desirable it is for new parents to live within the City. If this population is relatively small or shrinking, then it is possible that parents view living in nearby jurisdictions as a better option for them. This may be due to lack of desired housing types, prices, and other factors.

In 2017, the Pre-School Age population made up 8.3% of the residents of the City, or approximately 6,802 children, a reduction from 9.7% in 2000.

Children (5 to 14 Years Old)

Members of this group are in elementary and middle school, generally an indicator that a family is less likely to move in the coming decade. In Merced, 17.1% of the population is in this group, a drop from 19.9% in 2010.

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High School Age (15 to 19 Years Old)

Youth in this age are considerably more mobile than younger groups but their living situation is generally controlled by their parents. In Merced, 7.8% of the 2017 population was made up of this age group, or 6,429 people.

College Age (20 to 24 Years Old)

This population differs considerably from the other members of the Youth subgroup. They are more likely to live in a place of their choosing and may be students from outside the City. The factors that attract college age residents are different than the ones that attract parents with children. This population is also likely to start looking for a place to raise a family and/or become more stable, which requires housing that appeals to that desire. In the City, 10% of the population is in the College Age group. This is an increase from 2000 when 7.8% of the City's population was College Age.

Elderly

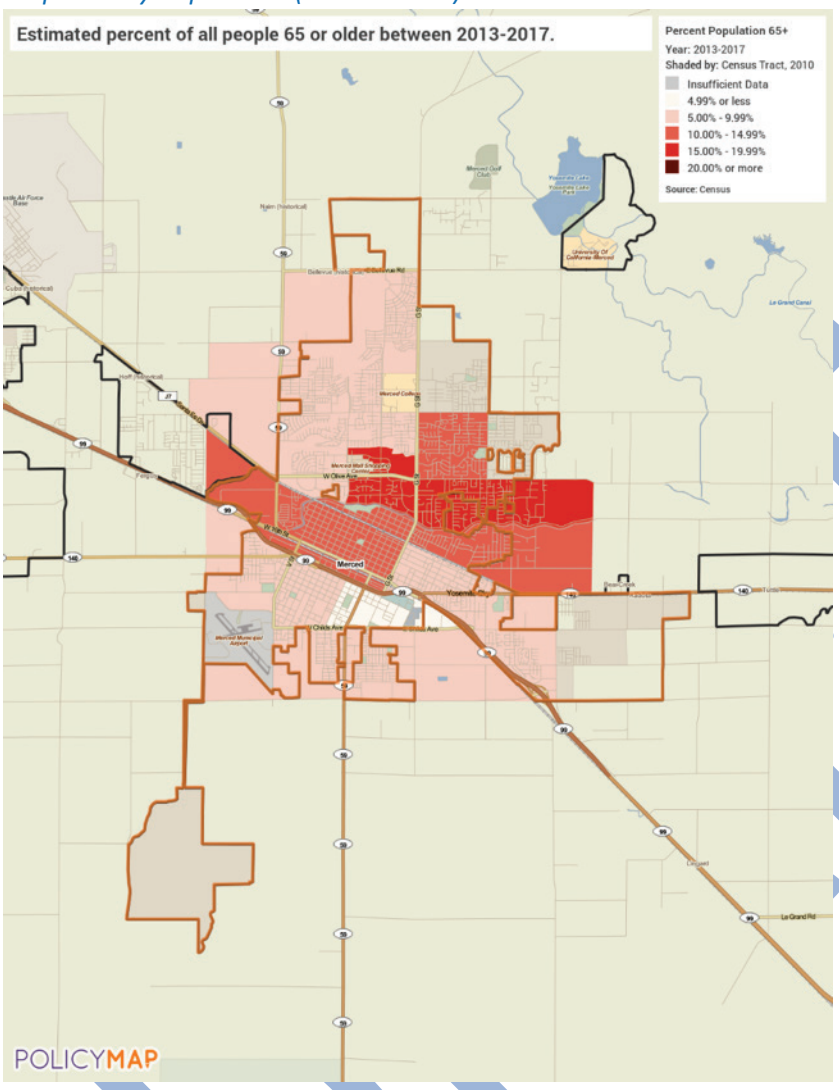
Where housing is concerned, the needs of people aged 65 and over are particularly important. As people age, they may require new types of social services, healthcare, and housing. As communities across the nation grow proportionately older, the needs of the elderly become an increasingly important aspect of both public and private decision-making. Central to these evolving needs is access to housing options that are decent, safe, affordable, accessible, and located in proximity to services and transportation. Housing is one of the most essential needs of the elderly because the affordability, location, and accessibility of where they live will directly impact their ability to access health and social services – both in terms of financial cost and physical practicality.

In 2017, elderly 65 years and older were 9.7% of the total population in Merced. This group has remained relatively stable, in 2000 approximately 9.4% of the population was elderly.

The following map highlight the geographic distribution of the elderly population throughout the city. Lighter colored shades represent areas with lower populations and darker shades represent areas with higher populations.

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Map: Elderly Population (65 and older)



Source: 2013-2017 ACS via PolicyMap

Age Dependency Ratio

Age dependency ratios relate the number of working-aged persons to the number of dependent-aged persons (children and elderly). An area's dependency ratio is comprised of two smaller ratios - the child dependency ratio and the old-age dependency ratio. These indicators provide insight into the social and economic impacts of shifts in the age structure of a population. Higher ratios of children and the elderly require higher levels of services to meet the specific needs of those populations. Furthermore, a higher degree of burden is placed on an economy when those who mainly consume goods and services become disproportionate to those who produce. It is important to note that these measures are not entirely precise – not everyone under the age of 18 or over 65 is economically dependent, and not all working age individuals are economically

productive. With these caveats in mind, dependency ratios are still helpful indicators in gauging the directional impacts of shifting age structures.

Race and Ethnicity

Federal housing policy intentionally segregated people by race for decades. Those policies, as well as the many local and state discrimination policies, are no longer legal, but many communities still feel the effect of red-lining and other laws meant to segregate racial groups. An unfortunate truth is that within the United States there is a link between a person's race or ethnicity and their access to housing and economic opportunities. Many areas of the country have been classified as a Racially/Ethnically Concentrated Area of Poverty (R/ECAP). Proactively addressing the connection between race, housing, and poverty is a necessary part of any housing program.

Overall, Merced is more racially diverse than the state as a whole. It is a majority Hispanic City, but only by 2.2%. The second most common group is White, non-Hispanic with all other racial groups being significantly smaller.

Table: Race and Ethnicity

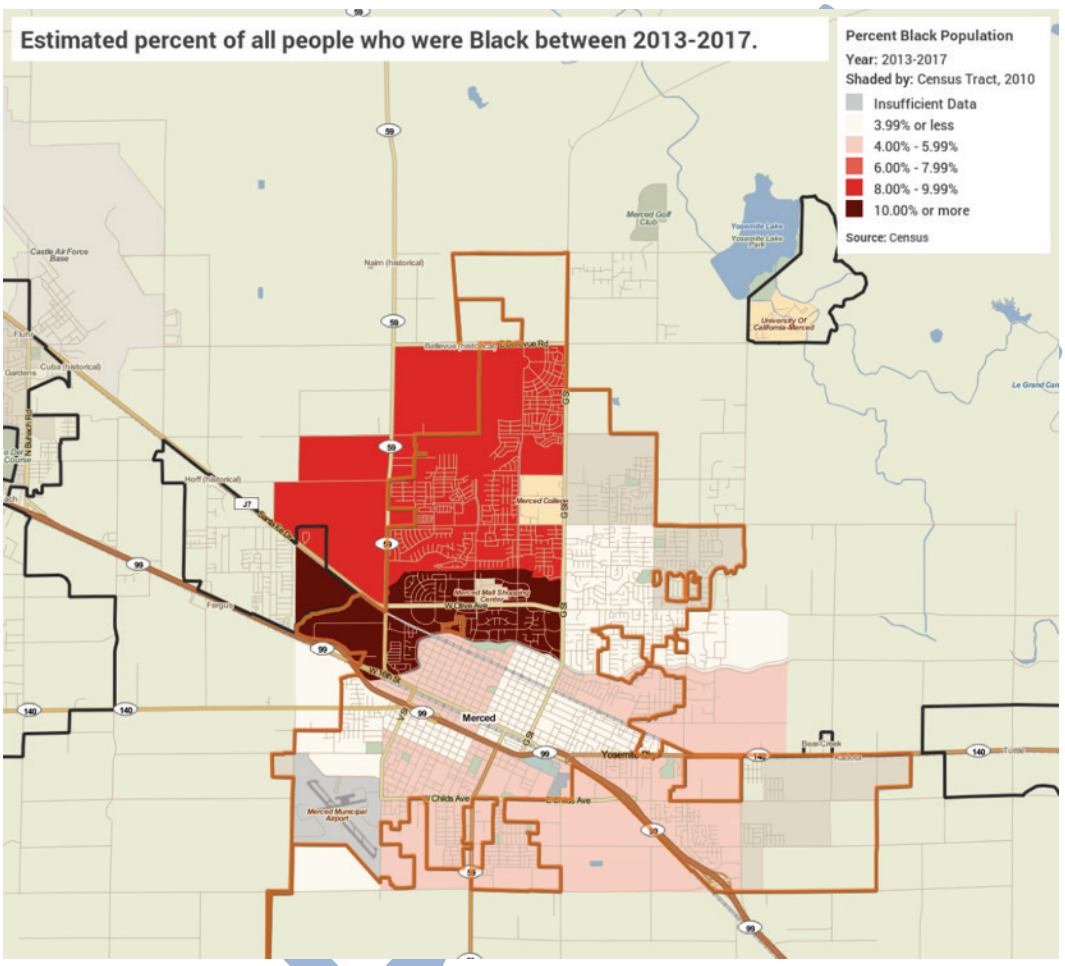
	Merced	Percentage	California	Percentage
White, non-Hispanic	22,859	27.9%	14,777,594	37.9%
Black or African American, non-Hispanic	4,363	5.3%	2,161,459	5.5%
American Indian and Alaska Native, non-Hispanic	167	0.2%	137,813	0.4%
Asian, non-Hispanic	9,758	11.9%	5,427,928	13.9%
Native Hawaiian / Other Pacific Islander, non-Hispanic	70	0.1%	138,283	0.4%
Some other race, non-Hispanic	186	0.2%	93,746	0.2%
Two or more races, non-Hispanic	1,797	2.2%	1,140,164	2.9%
Hispanic or Latino (of any race)	42,808	52.2%	15,105,860	38.8%
Source: 2013-2017 American Community Survey 5-Year Estimates (DP05)				

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Black

Nearly 4,400 residents of Merced identify as Black or African American, making up 5.3% of the total population. Census tracts with disproportionally large number of black residents are found in the northern part of the City. These tracts have over 10% of the population that identifies as Black.

Map: Black Population

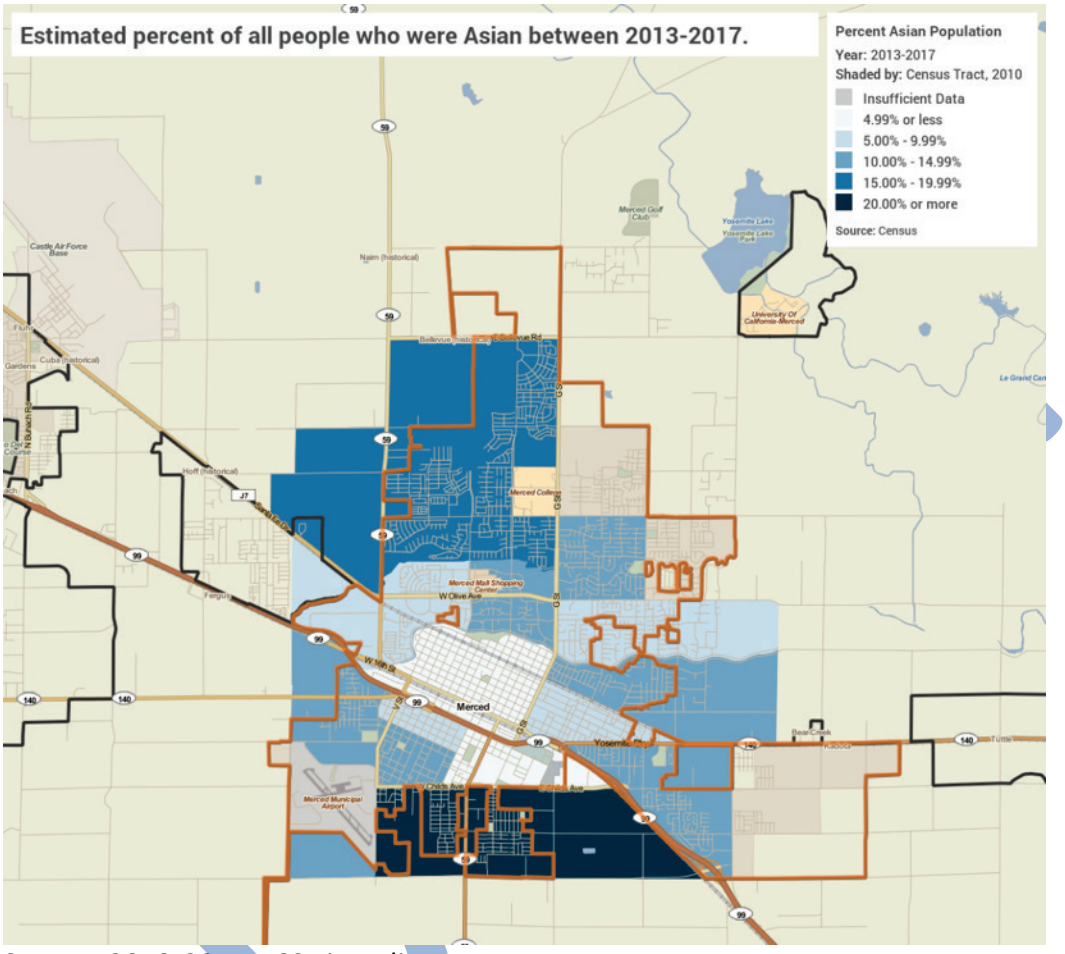


Source: 2013-2017 ACS via PolicyMap

Asian

Residents who identify as Asian are the third largest racial or ethnic group and make up 11.9% of the City's population. In Merced, Asian residents are more prevalent in the southern part of the City where they make up 20% or more of the population.

Map: Asian Population

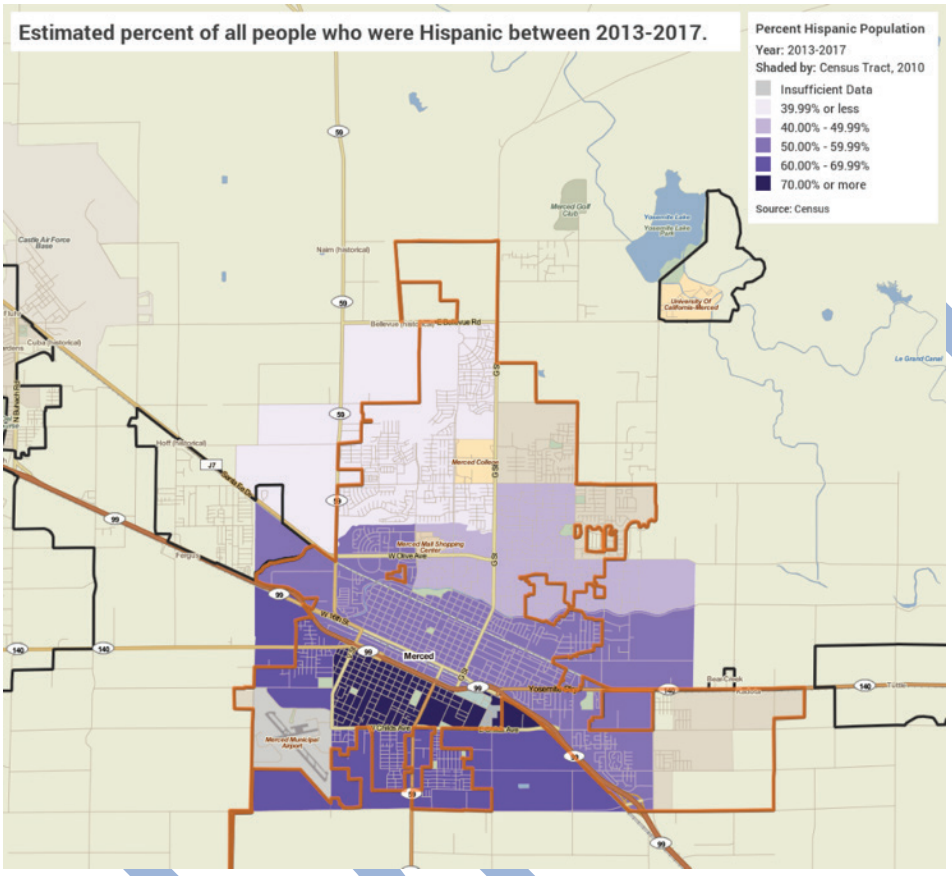


Source: 2013-2017 ACS via PolicyMap

Hispanic

As noted above, the majority of the City's residents are Hispanic. Areas with a heavy Hispanic concentration are located primarily in the southern part of Merced. Over 70% of residents in these tracts

Map: Hispanic Population



Source: 2013-2017 ACS via PolicyMap

Due to the relatively small number of residents from the other identified racial groups accurate mapping and analysis was not conducted.

Foreign-Born

Like many communities across the country, Merced has a significant foreign-born population. According to the most recent data, there are 17,667 foreign-born residents and nearly 45% of them are naturalized citizens. Nearly 65% of them entered prior to 2000 and 67% came from Latin America. The median household income for foreign-born residents in the City is over $12,000 less than the MHI for foreign-born residents in the state.

Table: Demographics of Foreign-Born Population

	Merced		California	
	#	%	#	%
Date Entered				
Entered Prior to 2000	11,361	64.3%	6,885,378	65.5%
2000 to 2009	5,176	26.3%	2,477,851	23.6%
2010 or Later	1,130	6.4%	1,155,259	11.0
Total	17,667	100.0%	10,518,488	
Place of Birth				
Europe	318	1.8%	673,183	6.4%
Asia	5,424	30.7%	4,049,570	38.5%
Africa	0	0.0%	178,814	1.7%
Oceania	0	0.0%	84,148	0.8%
Latin America	11,819	66.9%	5,549,884	51.3%
North America	883	0.5%	136,740	1.3%
Citizenship Status				
Naturalized Citizen	7,900	44.7%	5,267,884	50.1%
Not a U.S. Citizen	9,767	55.3%	5,250,604	49.9%
Economic Indicators				
Median Household Income	$35,388		$57,872	
In Poverty	19,053	30.0%	1,739,749	16.7%
Housing Tenure				
Owner-Occupied	2,900	39.1%	2,034,453	48.5%
Renter-Occupied	4,517	60.9%	2,160,296	51.5%
Source: 2013-2017 American Community Survey 5-Year Estimates (S0501, S0502)				

Diversity

There are two metrics that can be used to determine how diverse a jurisdiction is, the Diversity Index and the Predominant Race. The map below displays the Diversity Index ranking for census tracts in Merced, based on data from Policy Map. As Policy Map explains:

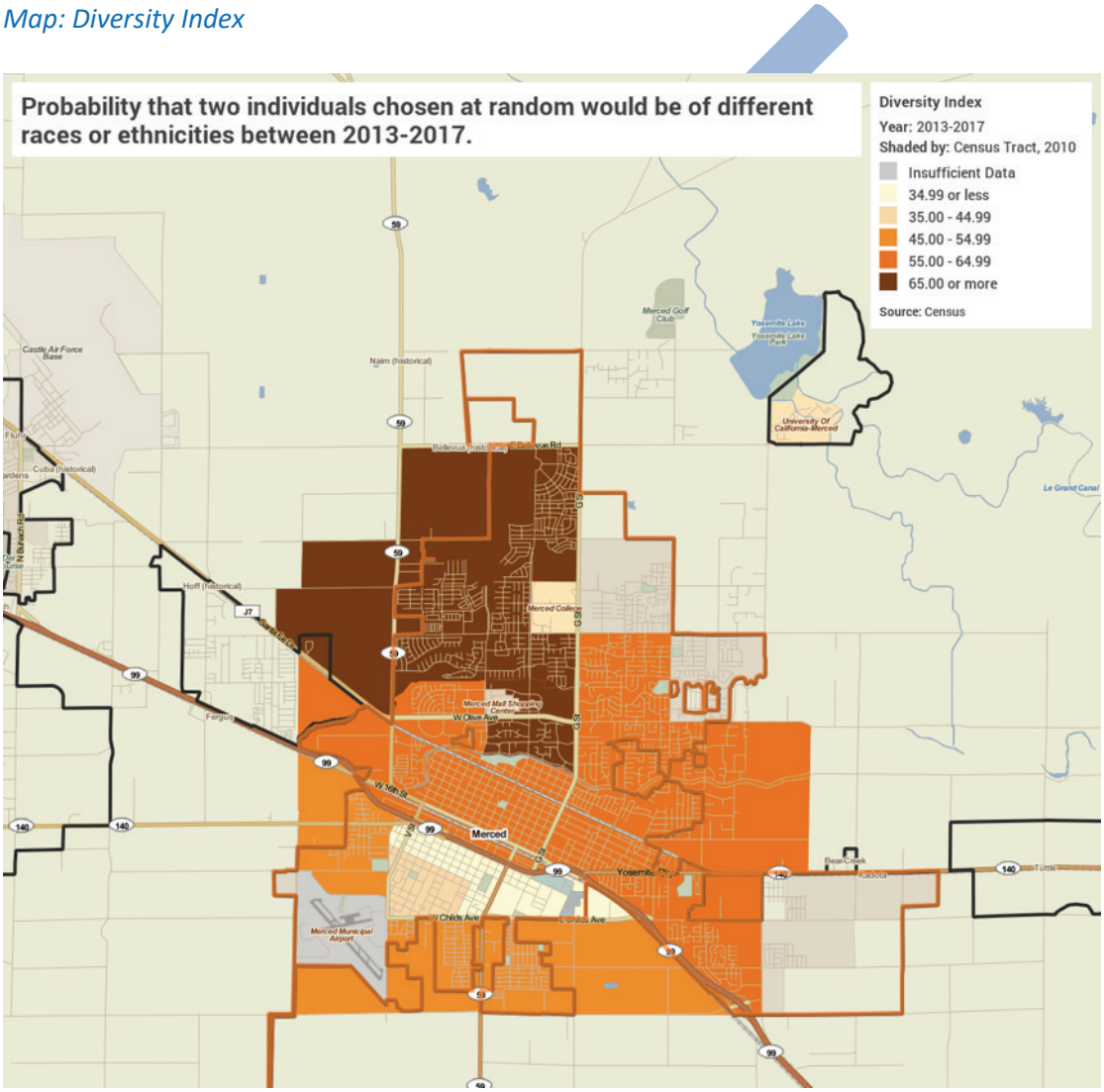
> The diversity index is an index ranging from 0 to 87.5 that represents the probability that two individuals, chosen at random in the given geography, would be of different races or ethnicities between 2013-2017. Lower index values between 0 and 20 suggest more homogeneity (similar) and higher index values above 50 suggest more heterogeneity (diverse). Racial and ethnic diversity can be indicative of economic and behavioral patterns. For example, racially and

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ethnically homogenous areas are sometimes representative of concentrated poverty or concentrated wealth. They could also be indicative of discriminatory housing policies or other related barriers.

Merced as a whole has a diversity index score of 57, meaning that it is classified diverse. While no areas in the City had a score below 25, there are areas that are noticeably less diverse than others. Tracts in the north part of the City are overall more diverse, particularly when compared to central tracts in the southern part of the City.

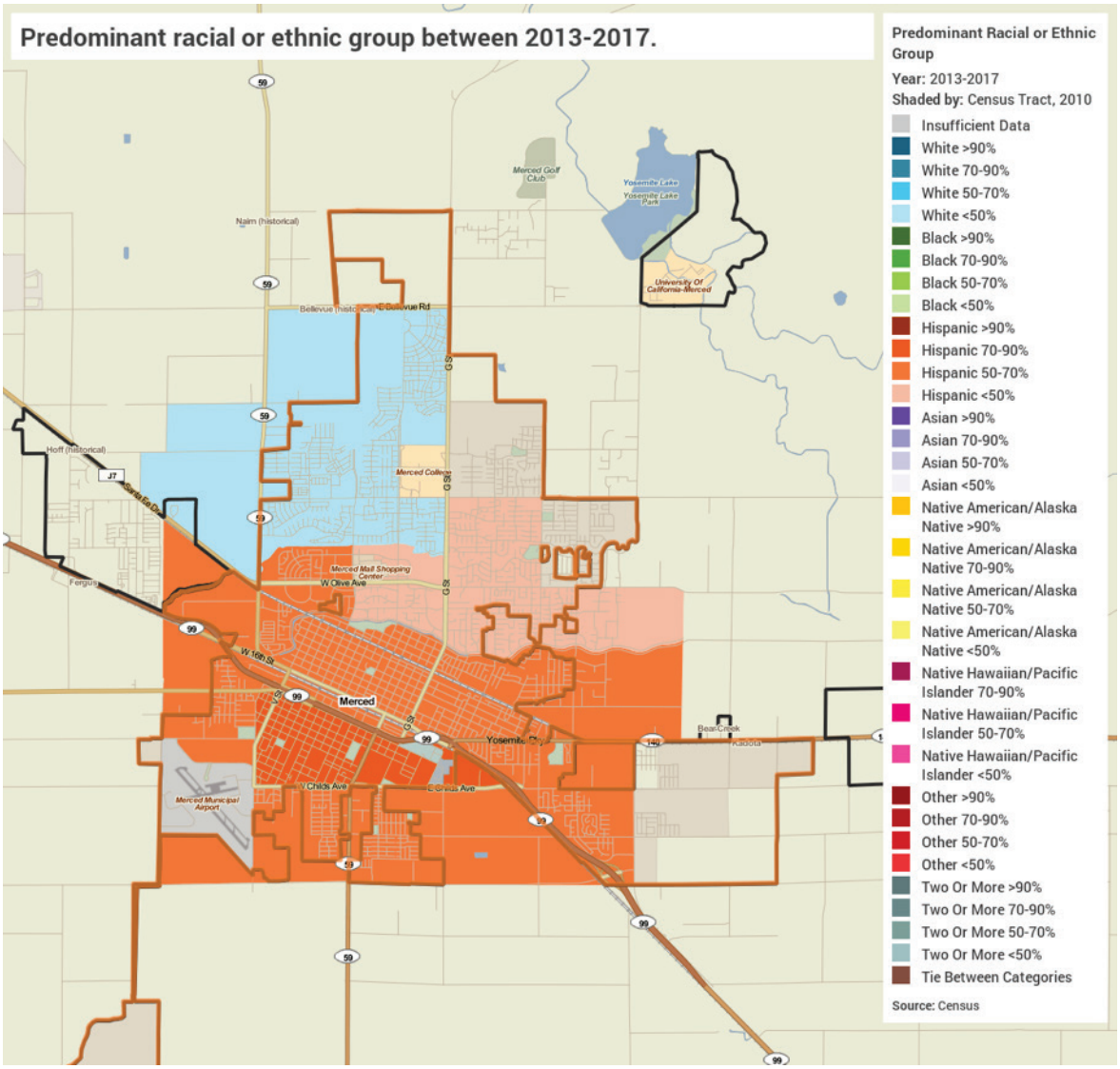
Map: Diversity Index



Source: 2013-2017 ACS via PolicyMap

The map below provides a visual representation of where there are predominant races within the City. Most of the City is majority Hispanic, except for one area to the north where White residents are slightly more predominant than other groups.

Map: Predominant Race



Source: 2013-2017 ACS via PolicyMap

Disability

Residents who have a disability face additional challenges, particularly when it comes to housing. Finding affordable housing is even more difficult for those who need units that have or can be modified for wheelchairs, shower supports, ramps, and other accessibility aides. Communities with a relatively large elderly population need to pay particular attention to this issue due to the close relationship between age and disability.

In Merced there are 14,113 residents who report a disability, or 17.4%. This is higher than the statewide rate of 10.6%. Unsurprisingly, the percentage of residents with a disability increases with age. Approximately 1% of residents under the age of 5 have a disability and nearly 65% of residents 75 and over have one.

The number of residents under 5 years old with a disability is relatively small but it is an important demographic to consider. Families raising children with disabilities have costs that can be substantial higher than other families. It is important that resources are available to prevent housing insecurity.

Table: Age and Disability Status

	Merced		California	
	Number	**Disability Rate**	**Number**	**Disability Rate**
Persons with a disability	14,113	17.4%	4,088,523	10.6%
Under 5 years	67	1.0%	16,039	0.6%
5 to 17 years	1,867	10.3%	279,466	4.2%
18 to 34 years	2,319	10.2%	469,908	4.9%
35 to 64 years	6,363	24.6%	1,525,378	10.3%
65 to 74 years	1,576	34.0%	702,349	24.1%
75 years and over	1,921	64.1%	1,095,383	51.3%
Source: 2013-2017 American Community Survey 5-Year Estimates (S1810)				

Residents who have disabilities are not evenly distributed based on race or ethnicity. American Indian and Alaska Native residents report the highest disability rate in the City, 19.9%. This group similarly reports the highest rate of disability for the state as a whole. The lowest disability rate was reported by Asian residents at 11.6%.

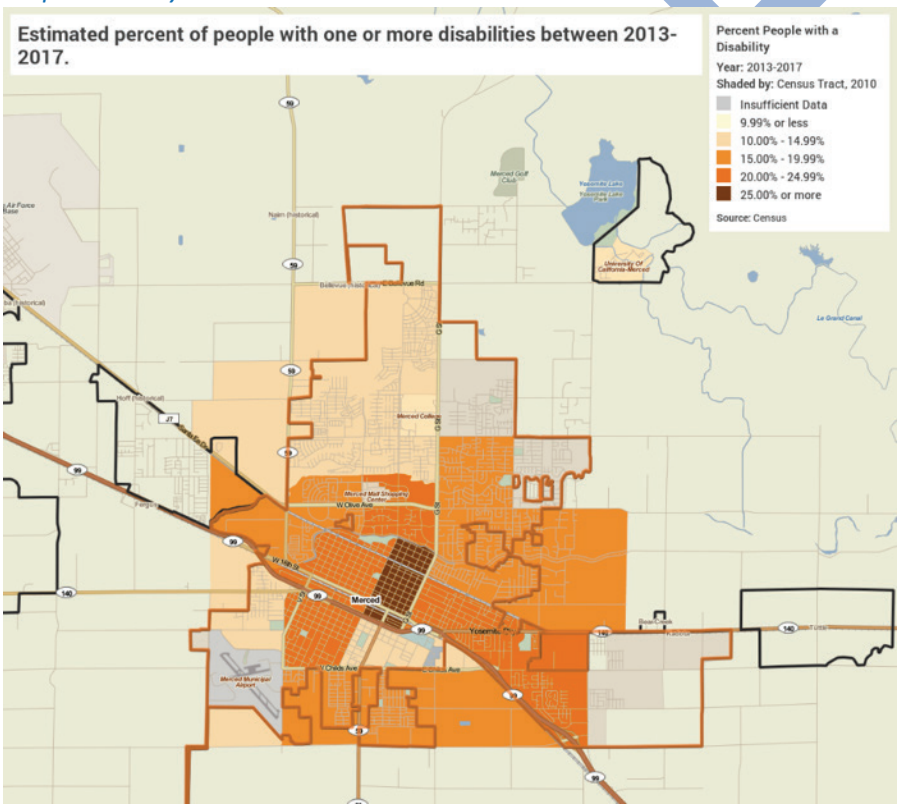
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Table: Race and Disability Status

	Merced		California	
	Number	**Disability Rate**	**Number**	**Disability Rate**
White	7,655	17.7%	2,706,229	11.6%
Black or African American	801	17.7%	327,936	15.0%
American Indian and Alaska Native	135	19.9%	46,789	16.4%
Asian	1,178	11.6%	437,822	8.0%
Native Hawaiian and Other Pacific Islander	10	12.5%	15,536	10.4%
Some other race	3,534	19.2%	385,675	7.3%
Two or more races	800	19.3%	168,536	9.3%
Hispanic or Latino (of any race)	6,871	16.2%	1,212,272	8.1%
Source: 2013-2017 American Community Survey 5-Year Estimates (S1810)				

The map below shows the distribution of people with disabilities in Merced. There are some census tracts that stand out as having a disproportionately large or small number of residents with a disability. In particular, over 25% of the population in a central tract have a disability.

Map: Disability



Source: 2013-2017 ACS via PolicyMap

Veterans

Since the War on Terror started over 18 years ago the number of veterans in the United States has consistently increased. With this influx of veterans there has been a mix of unique challenges and opportunities. Many communities, in cooperation with the Veterans Administration, has worked to provide educational and economic opportunities to veterans and to reduce veteran homelessness to zero. Veterans do face additional challenges though, particularly due to physical and mental disabilities obtained while serving.

In Merced, there are approximately 3,099 veterans. Approximately 43.2% of these veterans are Vietnam War veterans, the largest group, and 15.1% are War on Terror veterans. Overall, veterans tend to have stronger economic indicators than non-veterans. They have a higher median income, lower unemployment and lower poverty rates.

Table: Veterans

	Veterans	**Non-veterans**
Civilian population over 18 years old	3,099	53,826
Median Income	$41,267	$19,704
Labor force participation rate	74.3%	67.9%
Unemployment rate	9.5%	16.1%
Below poverty in the past 12 months	6.3%	26.5%
With any disability	40.0%	20.6%
Source: 2013-2017 American Community Survey 5-Year Estimates (S2101)		

When compared to the state as a whole, it appears that veterans in Merced have demographics similar to the state. The unemployment rate and disability rates are slightly higher while the labor force participation and median income were slightly lower.

Table: Veterans – State Comparison

	Merced	**California**
Veteran population	3,099	1,661,433
Median Income	$41,267	$43,342
Labor force participation rate	74.3%	75.1%
Unemployment rate	9.5%	7.1%
Below poverty in the past 12 months	6.3%	7.5%
With any disability	40.0%	28.5%
Source: 2013-2017 American Community Survey 5-Year Estimates (S2101)		

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Crime

The prevalence of property and violent crime in an area has a large impact on the supply of safe, secure, and affordable housing. Areas with a high crime rate also tend to have fewer economic opportunities, higher poverty rates and lower labor participation rates. These communities may have a number of potentially high-quality and affordable homes, but the presence of crime may deter many households, particularly families. The root causes of crime are multi-faceted and include economic, social, and environmental factors. Addressing these are beyond the scope of this report, but crime does impact housing and may act as an impediment to fair housing choice.

The California Department of Justice tracts annual crimes throughout the state. The Merced Police Department reported 465 violent crimes in 2018, a significant drop from the 733 reported in 2009. The most common crimes were aggravated assault (318) and robbery (116). There were 30 rapes and one homicide as well. The violent crime clearance rate in 2018 was 51.2, an increase from 43.9 in 2009.

Sexually Transmitted Infection

Sexually transmitted infections (STIs) can have serious health consequences and long-term negative effects on a person's quality of life if left untreated. Understanding that STIs are common and treatable is an important step to maintaining health. Unfortunately, there is a lot of misinformation about STIs which can lead to increased medical costs and spreading of the infection. These additional medical costs can but an increased financial burden on residents, particularly low-income residents.

The California Department of Public Health tracts STI's throughout the state. Rates are tracked at the county level and the following data reflects Merced County, including the City.

Table: HIV and AIDS in 2017

	HIV/AIDS Cases	
	Diagnosed in 2017	**Living**
Merced County	26	294
Source: 2017 Epidemiologic Profiles of HIV in Merced County		

Economic Profile

The market for housing and the availability of affordable housing is tied to two forces: supply and demand. In theory, the market will reach an equilibrium where supply equals demand but in practice it is much more complicated. Demand is not a static data point, it is the culmination of the needs, wants, and resources available to members of the population. An important factor in the demand is the economic position a person is in. Their income, employment opportunities, education, and availability of transportation all play a part in the demand for affordable housing.

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Income

In 2017, the median household income (MHI) in Merced was $40,704. This was considerably less than the statewide MHI of $67,169. Since 2010, the state and the City of Merced grew at a similar rate. This growth rate is generally a positive indicator; however these figures do not adjust for inflation. The median household income in 2010 has the same purchasing power as $40,646 in 2017, which means the actual increase in purchasing power in Merced is 0.1%.

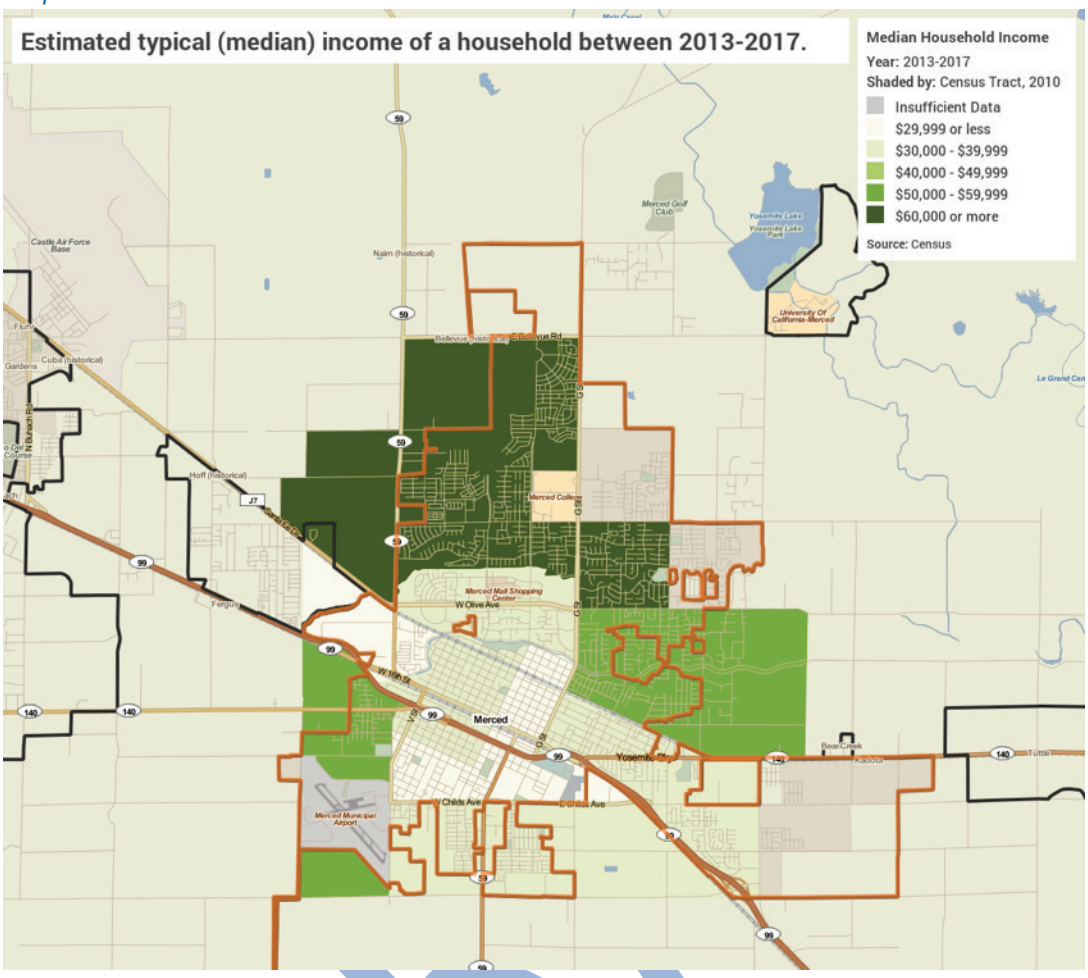
Table: Median Household Income

	2010	2017	Percent Change 2010-2017
Merced	$36,269	$40,704	10.6%
California	$60,883	$67,169	10.3%
Source: 2006-2010 & 2013-2017 American Community Survey 5-Year Estimates (DP03)			

The map below displays the geographical distribution of median household income throughout Merced. Lighter colored shades represent areas with lower MHI and darker shades represent areas with higher MHI. There appears to be a relative concentration of wealth in northern tracts. These tracts had an MHI of $60,000 or more. On the opposite end of the spectrum, the MHI was less than $30,000 in the central tracts.

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Map: Median Household Income



Source: 2013-2017 ACS via PolicyMap

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Income and Race

While the 2017 citywide median household income (MHI) was $40,704, there was a significant disparity among some racial and ethnic groups in the city. With an MHI of approximately $45,631, White households had the highest MHI, the only group with an MHI higher than the Citywide average. Multiracial residents have the lowest MHI with $26,250. The chart below displays the difference of MHI between all races in the city.

Chart: Income & Race Comparison



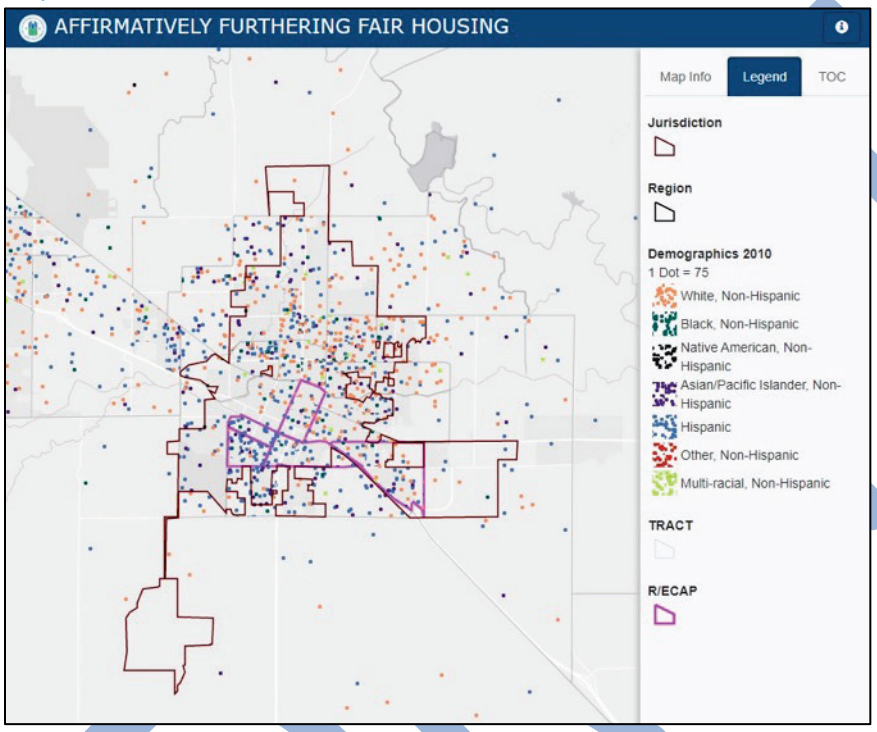
Data Source: 2013-2017 American Community Survey 5-Yr Estimates (S1903)

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R/ECAP

HUD defines Racially or Ethnically Concentrated Areas of Poverty (R/ECAP) tracts as census tracts with at least a 50% non-white population and exceeds 40% poverty rate or that is three or more times the average tract poverty rate for the metropolitan/micropolitan area, or whichever threshold is lower. In Merced, there are five RECAP tracts, all in the southern half of the City. These areas are primarily Hispanic.

Map: R/ECAPs



Source: HUD AFH Data and Mapping Tool (AFHHT0004)

Poverty

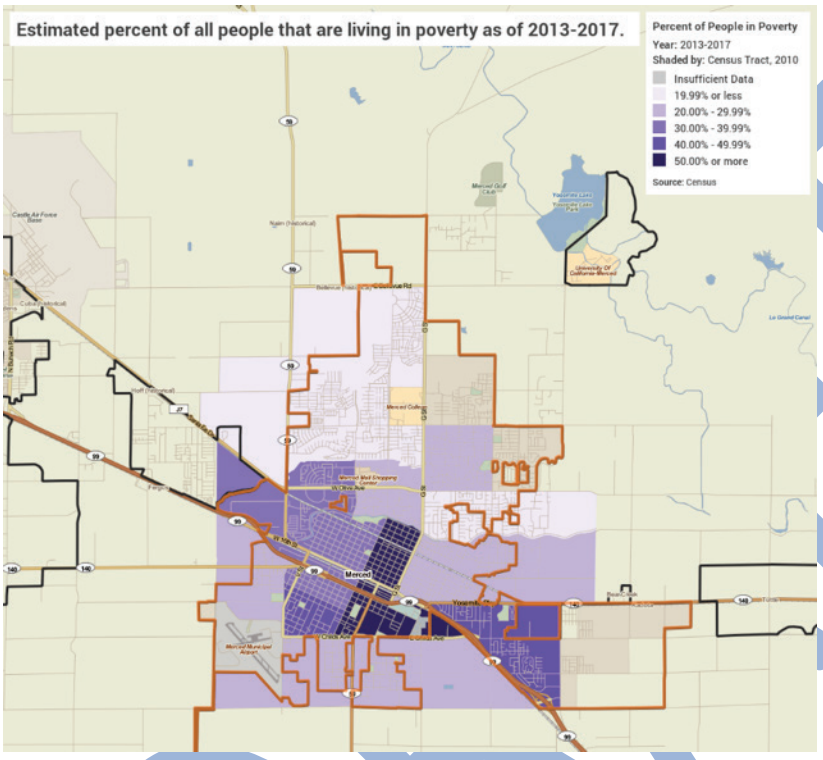
Households who are in poverty face significant difficulty in finding safe, secure, and affordable housing. Residents living in impoverished areas have an increased risk for mental illness, chronic diseases, and a shorter life expectancy. These negative health effects can be particularly troubling when children are involved. Living in poverty increases the chance that a child will have higher rates of cavities, food insufficiency and struggle in school. The poverty rate in Merced is twice the statewide average and is growing more quickly.

Table: Poverty Rate

	Poverty Rate (2010)	Poverty Rate (2017)	Difference	Percent Change
Merced	26.2%	30.2%	4.0%	15.3%
California	13.7%	15.1%	1.4%	10.2%
Source: 2006-2010 & 2013-2017 American Community Survey 5-Year Estimates (DP03)				

The following map displays the geographical distribution of poverty throughout Merced The lighter shaded areas represent a smaller percent of people in poverty and the darker shaded areas represent a higher percent of people in poverty. Unsurprisingly, lower income census tracts reported a higher poverty rate, often over 50%.

Map: People in Poverty



Source: 2013-2017 ACS via PolicyMap

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Poverty and Race

The 2017 citywide poverty rate was 30.2%, but there was significant disparity among differing racial and ethnic groups. Hispanic residents, the largest ethnic group in the City, has a poverty rate slightly higher than the citywide. American Indian and Alaska Native residents report the highest poverty rate, approximately 52.6%. White residents report the lowest poverty rate at 26.4%.

Table: Poverty and Race or Ethnicity

	Estimate	Percentage
White	11,426	26.4%
Black or African American	1,305	29.2%
American Indian and Alaska Native	357	52.6%
Asian	2,875	28.4%
Native Hawaiian / Other Pacific Islander	0	0.0%
Some other race	6,832	37.2%
Two or more races	1,703	41.4%
Hispanic or Latino (of any race)	15,055	35.5%
Source: 2013-2017 American Community Survey 5-Year Estimates (S1701) Data Note: Hispanic and Latino identify as an ethnic group.		

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Employment

The table below outlines the labor statistics in Merced by industry. The largest industry is Education and Health Care Services at 30.1% and the second largest job-producing industry is retail trade with 11.1%. The City has larger Agriculture, Retail Trade, Transportation and Warehousing, Educational services and health care, and Public Administration than the State.

Table: Employment by Industry

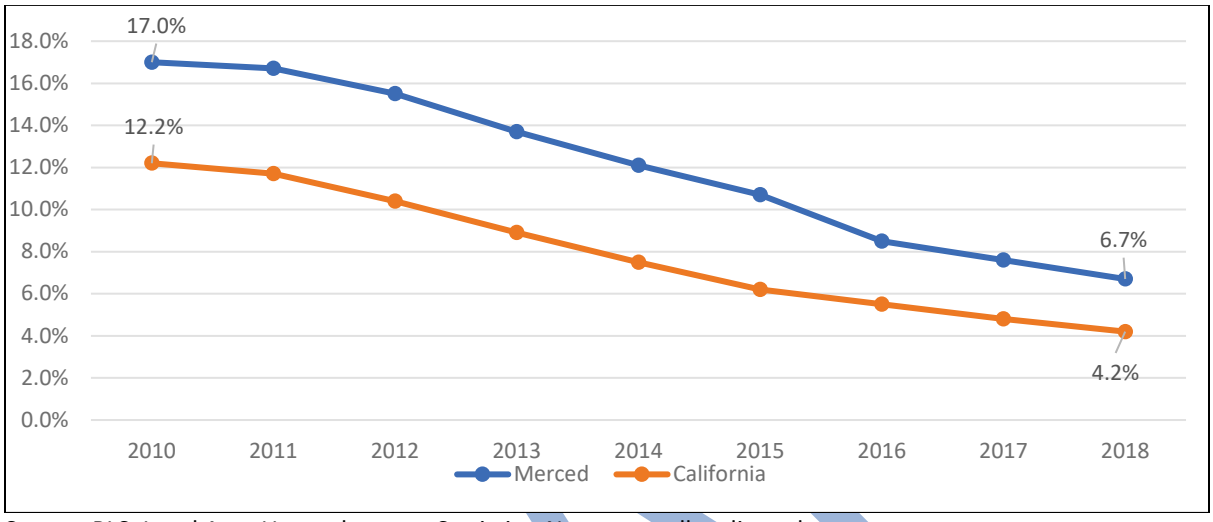
	Number of Workers	Share of Workers (%)	Number of Workers	Share of Workers (%)
	Merced		**California**	
Agriculture, forestry, fishing and hunting, mining	2,005	6.9%	415,522	2.3%
Construction	1,622	5.6%	1,095,245	6.1%
Manufacturing	2,502	8.6%	1,711,597	9.5%
Wholesale trade	675	2.3%	532,171	3.0%
Retail trade	3,211	11.1%	1,944,607	10.8%
Transportation and warehousing, and utilities	1,488	5.1%	894,568	5.0%
Information	228	0.8%	529,359	2.9%
Finance and insurance, real estate, rental, leasing	1,266	4.4%	1,108,073	6.2%
Professional, scientific, management, administrative and waste management services	1,777	6.1%	2,378,080	13.2%
Educational services, health care, social assistance	8,717	30.1%	3,766,488	20.9%
Arts, entertainment, recreation, accommodation and food services	2,535	8.7%	1,877,141	10.4%
Other services, except public administration	1,223	4.2%	952,898	5.3%
Public administration	1,742	6.0%	788,166	4.4%
Total	28,991	100%	17,993,915	100%
Source: 2013-2017 American Community Survey 5-Year Estimates (DP03)				

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Unemployment

Data for the following two charts come from the Bureau of Labor Statistics. From a high of 17% in 2010, the unemployment rate has steadily decreased each year to its current low of 6.7% in 2018. The city unemployment rate follows the same downward trend as the State but has consistently been higher by approximately 2.5% to 5.0%.

Chart: Unemployment Rate from 2010 to 2018 (%)

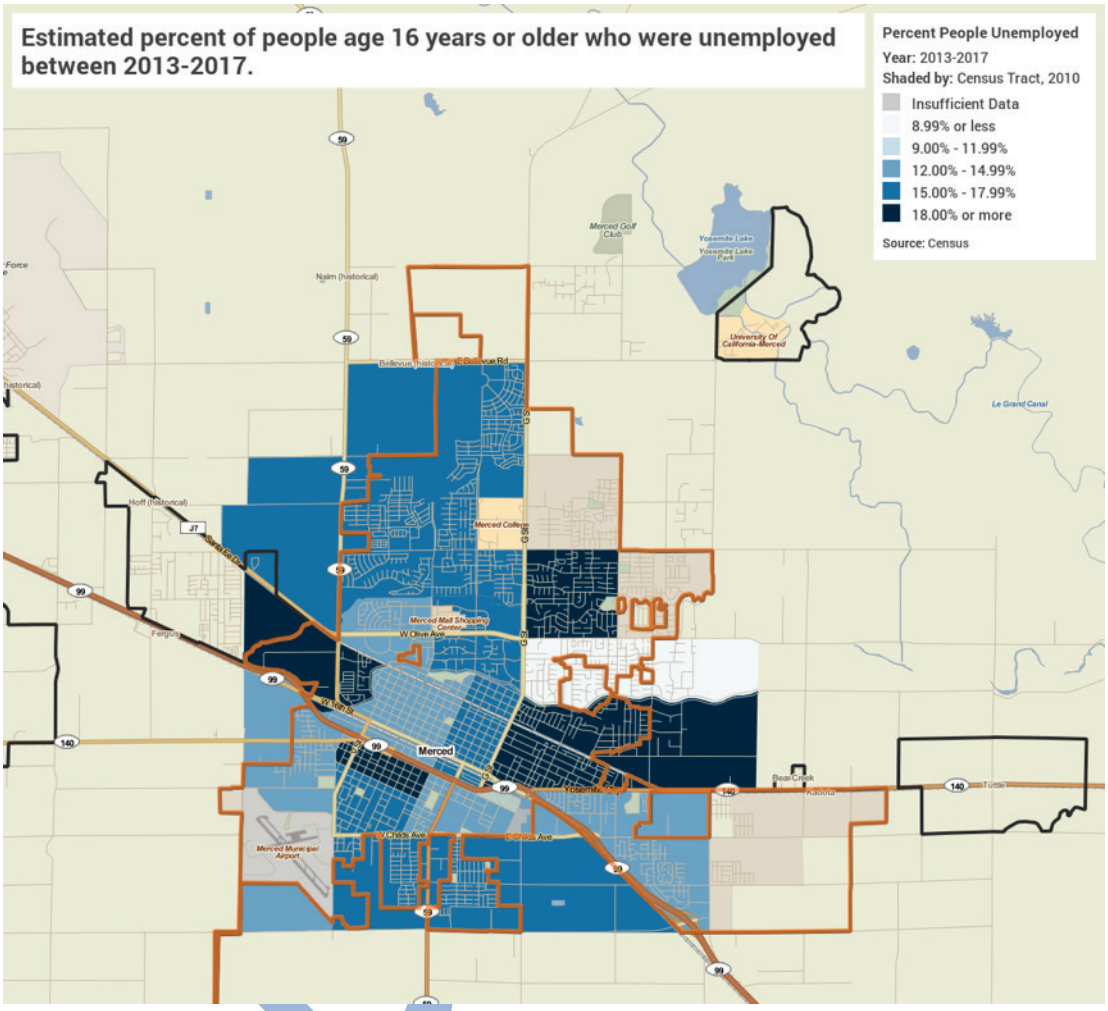


Source: BLS, Local Area Unemployment Statistics, Not seasonally adjusted

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The map below shows the geographical distribution of the unemployment rate throughout the City. The lightest shade represents areas with the lowest unemployment rate, and the unemployment rate increases as the shade darkens. There are no strong unemployment patterns in the City, high unemployment tracts are found throughout the City.

Map: Unemployment Rate



Source: 2013-2017 ACS via PolicyMap

Commute

Workers driving a personal vehicle is the most common form of transportation in Merced, by far. Less than 15% of workers in the City use a different form of transportation. When compared to the state, residents use taxi cabs, motorcycles, or other means less than the City.

Table: Commuting Method

	Merced	California
Workers 16 years and over	27,904	17,589,758
Car, truck, or van	86.8%	84.0%
Drove alone	76.7%	73.6%
Carpooled	10.1%	10.4%
Public transportation (excluding taxicab)	2.7%	5.2%
Walked	1.7%	2.7%
Bicycle	0.7%	1.1%
Taxicab, motorcycle, or other means	5.3%	1.5%
Worked at home	2.8%	5.6%
Source: 2013-2017 American Community Survey 5-Yr Estimates (S0801)		

Overall, commute times to work have increased from 2010. The largest growth is in the number of people who spend an hour or more commuting, rising by 3.9%.

Table: Travel Time to Work

	2010	2017	Difference
Workers 16 years+ did not work at home	26,927	27,117	190
Less than 10 minutes	21.7%	19.7%	-2.0%
10 to 14 minutes	23.5%	23.6%	+0.1%
15 to 19 minutes	20.3%	17.8%	-2.5%
20 to 24 minutes	11.3%	11.2%	-0.1%
25 to 29 minutes	1.9%	2.6%	+0.7%
30 to 34 minutes	9.0%	6.7%	-2.3%
35 to 44 minutes	2.6%	3.3%	+0.7%
45 to 59 minutes	3.3%	4.6%	+1.3%
60 or more minutes	6.4%	10.3%	+3.9%
Mean travel time to work (minutes)	20.4	23.6	
Source: 2006-2010 & 2013-2017 American Community Survey 5-Yr Estimates (S0801)			

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Housing Profile

Housing Type

According to the 2013-2017 American Community Survey estimates, 1-unit detached structures structures were the most prevalent type of housing in Merced, comprising 65.8% of all units. This is a slight increase from 2010 when this housing type represented 61.4%. An important group of property types are called the "Missing Middle" and represent housing types that are neither 1-unit or large complexes. In Merced, only 18.5% of the City's housing stock is in the Missing Middle.

Table: Residential Property Types

	2010		2017	
	Number	**%**	**Number**	**%**
1-unit, detached structure	16,319	61.4%	17,822	65.8%
1-unit, attached structure	1,009	3.8%	768	2.8%
2 units	1,189	4.5%	1,259	4.6%
3 or 4 units	2,763	10.4%	1,909	7.0%
5-9 units	2,601	9.8%	2,470	9.1%
10-19 units	709	2.7%	650	2.4%
20 or more units	1,250	4.7%	1,466	5.4%
Mobile Home	722	2.7%	723	2.7%
Boat, RV, van, etc.	0	0.0%	13	0.0%
Total	26,562	26,562	27,080	27,080
Data Source: 2006-2010 & 2013-2017 American Community Survey 5-Year Estimates (DP04)				

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Unit Size

According to the 2013-2017 ACS, 3-bedroom units make up the largest portion of City's housing stock at 39.3% of all units. The second most prevalent housing size were 2-bedroom units at 24.7% of the City's stock. It is important for a variety of housing sizes to exist in order to provide residents at all stages of life with the home size they need.

Table: Housing Units by Size

	2010		2017	
	Number	**%**	**Number**	**%**
No bedroom	730	2.7%	758	2.8%
1 bedroom	2,883	10.9%	2,207	8.2%
2 bedrooms	7,446	28.0%	6,677	24.7%
3 bedrooms	10,132	38.2%	10,653	39.3%
4 bedrooms	4,686	17.6%	6,007	22.2%
5 or more bedrooms	685	2.6%	778	2.9%
Total	26,562	100%	27,080	100%
Data Source: 2006-2010 & 2013-2017 American Community Survey 5-Year Estimates (B25041)				

Age of Housing Units

The table below provides data on the age of Merced's housing stock by year cohort in comparison to the state as a whole. Much of the housing stock in the City is relatively new. The largest cohort in the city was units built between 2000 and 2009, comprising nearly one-quarter of the housing stock. As homes age, they become much more susceptible to increased maintenance issues, deteriorate, be at risk for lead-based paint hazards and/or fall into dilapidated conditions.

Table: Year Unit Built

	Merced		California	
	Number	**%**	**Number**	**%**
Built 2010 or Later	495	1.8%	287,025	2.1%
Built 2000 to 2009	6,452	23.8%	1,615,173	11.5%
Built 1990 to 1999	3,009	11.1%	1,527,242	10.9%
Built 1980 to 1989	4,399	16.2%	2,137,731	15.3%
Built 1970 to 1979	5,163	19.1%	2,496,506	17.8%
Built 1960 to 1969	2,548	9.4%	1,876,273	13.4%
Built 1950 to 1959	2,134	7.9%	1,906,691	13.6%
Built 1940 to 1949	1,331	4.9%	852,988	6.1%
Built 1939 or earlier	1,549	5.7%	1,296,670	9.3%
Total	27,080	100%	13,996,299	100%
Data Source: 2013-2017 American Community Survey 5-Year Estimates (DP04)				

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Occupancy Characteristics

The table below compares renter and owner occupancy data in Merced between 2010 and 2017. Since the 2010, the percentage of total occupied housing units has increased by approximately 5% in the City. The total number of housing units also increased slightly. During this time period it appears there has been a slight shift away from owner-occupied units to rental units, which now make up 60.3% of all housing units.

Table: Housing Occupancy

	2010		2017	
	Number	**%**	**Number**	**%**
Total Housing Units	26,562	100.0%	27,080	100.0%
Occupied Housing Units	23,753	89.4%	25,491	94.1%
Owner Occupied Housing Units	10,005	42.1%	10,132	39.7%
Renter Occupied Housing Units	13,748	57.9%	15,359	60.3%
Data Source: 2006-2010 & 2013-2017 American Community Survey 5-Year Estimates (DP04)				

The following table shows the vacancy rates for renters and homeowners in 2010 and 2017. A property is considered vacant if no one is living in it at the time of enumeration and it is available for occupation (for example, it does not contain any structure that is damaged to a point where it would be deemed unfit for occupation). During this time period the vacancy rate dropped for every group in both the City and the State.

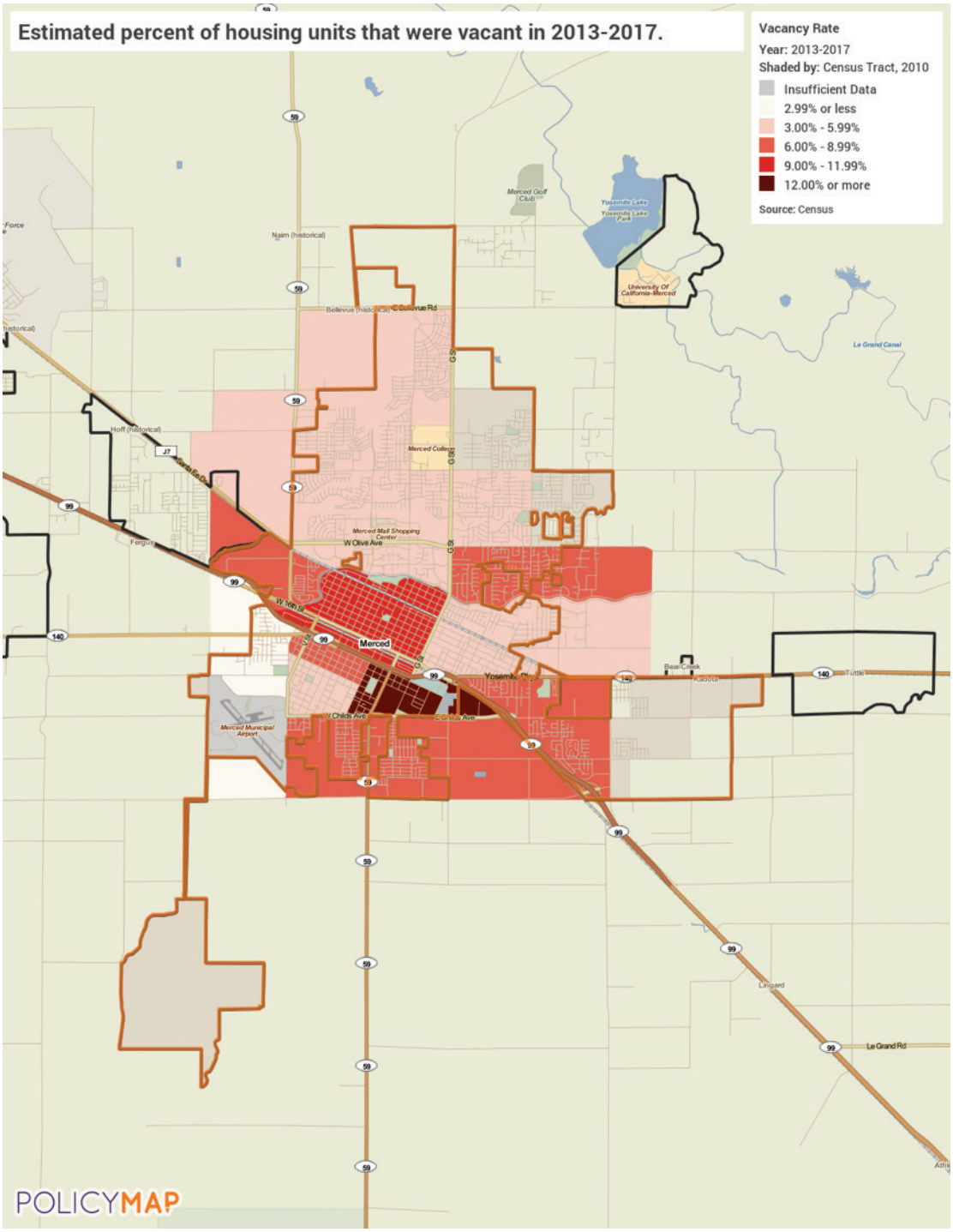
Table: Residential Vacancy Rate

	2010		2017	
	Homeowner Vacancy Rate	**Rental Vacancy Rate**	**Homeowner Vacancy Rate**	**Rental Vacancy Rate**
Merced	6.4%	8.6%	2.3%	5.3%
California	2.2%	5.0%	1.2%	3.6%
Data Source: 2006-2010 & 2013-2017 American Community Survey 5-Year Estimates (DP04)				

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The map below depicts the residential vacancy rates by census tract in Merced. The highest vacancy is found in the central tracts where 12% or more of the housing units are vacant. This is more than quadruple the rate in a tract to the west.

Map: Vacancy



Source: 2013-2017 ACS via PolicyMap

Construction Activity

Between 2010 and 2018 residential construction units issued in Merced grew significantly from 2 until 77. The most common housing type to receive a permit is 1-unit, which fits the trend of small unit buildings throughout the City.

Table: Construction Permits Issued

	1-Unit		2-Units		3-4 Units		5+ Units		Total	
	#	PPU	#	PPU	#	PPU	#	PPU	#	PPU
2010	2	$209,081.00	0	N/A	0	N/A	0	N/A	2	$209,081.00
2011	0	N/A	0	N/A	0	N/A	70	$91,649.99	70	$ 91,649.99
2012	0	N/A	0	N/A	12	$87,767.75	54	$88,749.00	66	$ 88,570.59
2013	9	$257,027.33	0	N/A	0	N/A	6	$88,749.00	15	$189,716.00
2014	46	$253,874.04	0	N/A	0	N/A	0	N/A	46	$253,874.04
2015	56	$253,874.05	0	N/A	0	N/A	0	N/A	56	$253,874.05
2016	70	$253,874.04	0	N/A	0	N/A	0	N/A	70	$253,874.04
2017	74	$253,874.04	0	N/A	0	N/A	0	N/A	74	$253,874.04
2018	77	$253,874.05	0	N/A	0	N/A	0	N/A	77	$253,874.05

Source: US Census Bureau, Building Permits Survey
PPU = Price Per Unit

Market and Demand

Since 2008, the number of housing units sold in the City has declined significantly. As of 2017, the most recent year data was availability, the number of homes sold was less than half of 2008. The median sales price has decreased also down to a low of $115,000 in 2011.

Table: Annual Housing Sales

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Number	2,548	2,484	1,961	1,553	1,180	961	790	941	987	950
MSP*	$157,500	$115,000	$119,900	$115,000	$126,750	$145,000	$170,000	$189,000	$203,000	$235,000

Data Source: Policy Map & Zillow
*Data Note: Median Sales Price

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Housing Costs

The following section examines the change in housing costs for owners and renters across Merced. The Median Home Value in Merced fell from $223,500 in 2010 to $185,000 in 2017, a 17.2% drop. However, during the same period median rents have increased. The median contract rent in 2010 was $680 and jumped to $781 in 2017.

Table: Cost of Housing

	2010	2017	Percent Change
Median Home Value	$223,500	$185,000	-17.2%
Median Contract Rent	$680	$781	14.9%
Data Source: 2006-2010 & 2013-2017 American Community Survey 5-Year Estimates (DP04, B25058)			

Owner-Occupied Units

The following table compares 2010 and 2017 home value cohort data for the City. The overall trend is towards homes close to $200,000 with the largest gain in the $150,000 to $199,999. There are fewer homes under $100,000 and over $300,000 in 2017 than 2010.

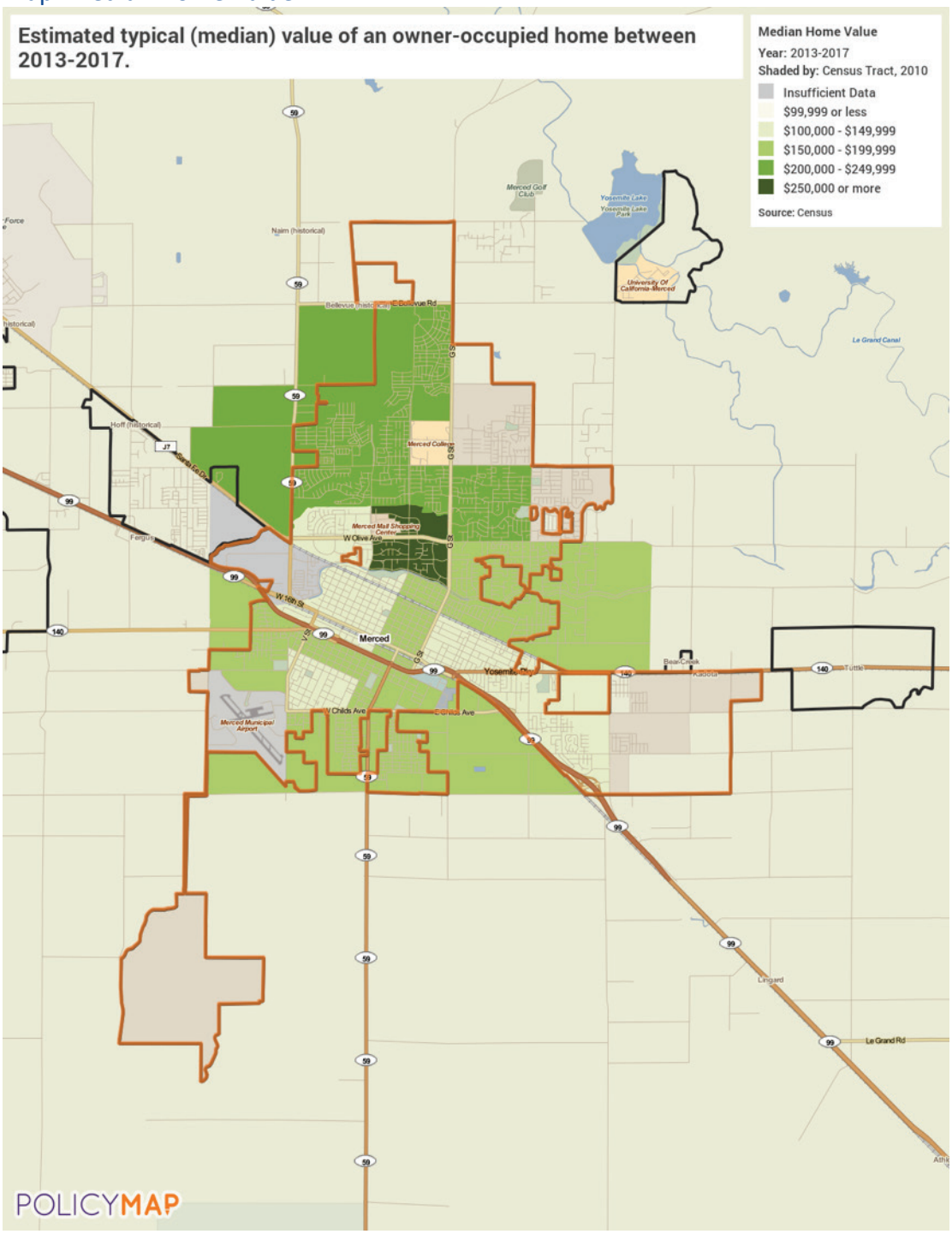
Table: Median Home Value for Owner Occupied Units

	2010		2017	
	Number	Percentage	Number	Percentage
Less than $50,000	740	7.4%	648	6.4%
$50,000 to $99,999	965	9.6%	979	9.7%
$100,000 to $149,999	1,222	12.2%	1,591	15.7%
$150,000 to $199,999	1,342	13.4%	2,436	24.0%
$200,000 to $299,999	2,458	24.6%	2,935	29.0%
$300,000 to $499,999	2,671	26.7%	1,220	12.0%
$500,000 to $999,999	557	5.6%	279	2.8%
$1,000,000 or more	50	0.5%	44	0.4%
Total Units/Median Value	10,005	$223,500	10,132	$185,700
Data Source: 2006-2010 & 2013-2017 American Community Survey 5-Year Estimates (DP04)				

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Homes are significantly more valuable in the central part of the City than elsewhere. In one area the median home value is over $25,000 which is significantly higher than neighboring tracts.

Map: Median Home Value



Source: 2013-2017 ACS via PolicyMap

Renter Occupied Units

The table below compares 2010 and 2017 rent cohort data for Merced. The general trend over time is that there are fewer units available in the lower rent cohorts and increasing numbers of units available in the higher rent cohorts. Of particular notice, units over $1,500 consisted of only 6.3% of all rental units in 2010, however that figure jumped to 11.2% in 2017.

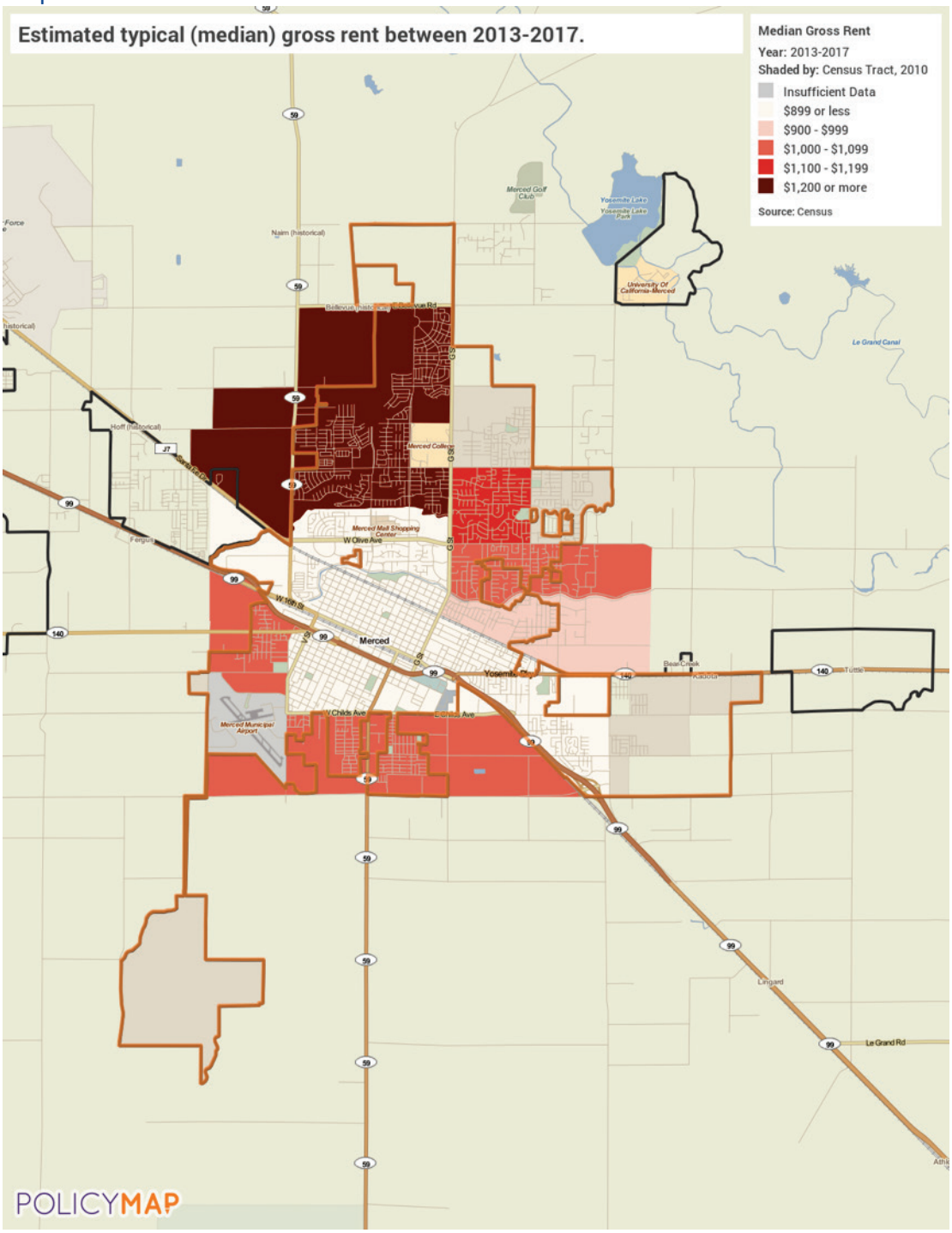
Table: Rental Costs

	2010		2017	
	Number	**Percentage**	**Number**	**Percentage**
No rent paid	392	--	478	--
Less than $500	1,976	14.8%	1,607	10.8%
$500-999	7,586	56.8%	7,339	49.3%
$1,000-$1,499	2,946	22.1%	4,272	28.7%
$1,500 or more	848	6.3%	1,663	11.2%
Total Units/Median Rent	13,356	$775	14,881	$908
Data Source: 2006-2010 & 2013-2017 American Community Survey 5-Year Estimates (DP04) Note: Median Rent is calculated based solely on those renters actually paying rent.				

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The distribution of median gross rents in the City shows a significant contrast based on location. Central tracts have much lower rent, less than $900, than northern tracts where the median gross rent is $1,200.

Map: Median Rent



Source: 2013-2017 ACS via PolicyMap

Affordability

By HUD's definition, households paying in excess of 30 percent of their monthly household income towards housing costs (renter or owner) are said to be cost burdened. The tables below detail data on 1.) owner costs as percentage of household income for homeowners with a mortgage, 2.) homeowners without a mortgage, and 3.) renter costs as a percentage of income.

Approximately 32.9% of homeowners with a mortgage are cost-burdened in Merced. That is over 2,300 households that are at risk of missing mortgage payments, medical care, or paying utilities. Housing costs are more than just the mortgage payment and also includes utilities.

Table: Monthly Costs of Homeowners with a Mortgage

	Number	Percentage
Less than 20%	2,997	42.7%
20 to 24.9%	1,080	15.4%
25 to 29.9%	628	9.0%
30 to 34.9%	646	9.2%
35% or more	1,665	23.7%
Not Computed	150	--
Data Source: 2013-2017 American Community Survey 5-Year Estimates (DP04)		

Homeowners without a mortgage are somewhat better off. Approximately 10.9% of homeowners without a mortgage are cost burdened. Many residents who no longer have a mortgage are older and may be on a fixed income, which means those that are cost burdened may need support to remain in their homes.

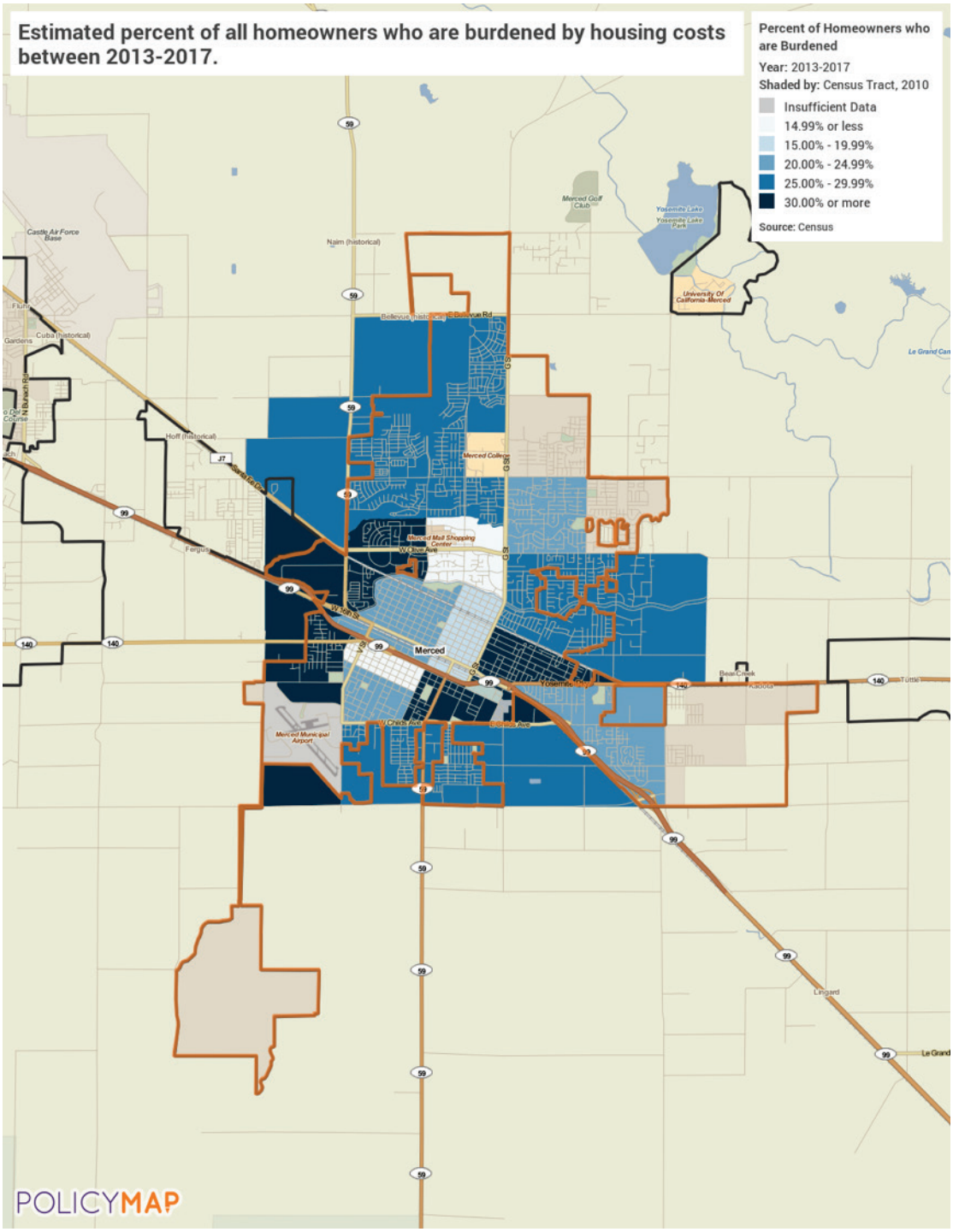
Table: Monthly Costs of Homeowners without a Mortgage

	Number	Percentage
Less than 10%	1,420	48.1%
10 to 14.9%	484	16.4%
15 to 19.9%	337	11.4%
20 to 24.9%	285	9.7%
25 to 29.9%	105	3.6%
30 to 34.9%	42	1.4%
35% or more	279	9.5%
Not Commuted	14	--
Data Source: 2013-2017 American Community Survey 5-Year Estimates (DP04)		

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Cost burdened homeowners are more prevalent in the inland and western tracts. Over 30% of all homeowners in many of these areas are currently cost-burdened. Given the data above it is primarily homeowners with mortgages that are cost burdened.

Map: Cost Burdened Owner-Occupied Households



Source: 2013-2017 ACS via PolicyMap

As is true across the country, renters in Merced have the highest cost-burden rate, 58.4% These households are a much higher risk for homelessness or substandard living conditions. Unlike homeowners, renters lack the capital that comes with home ownership and cannot simply sell their residence and downsize to help with financial difficulties.

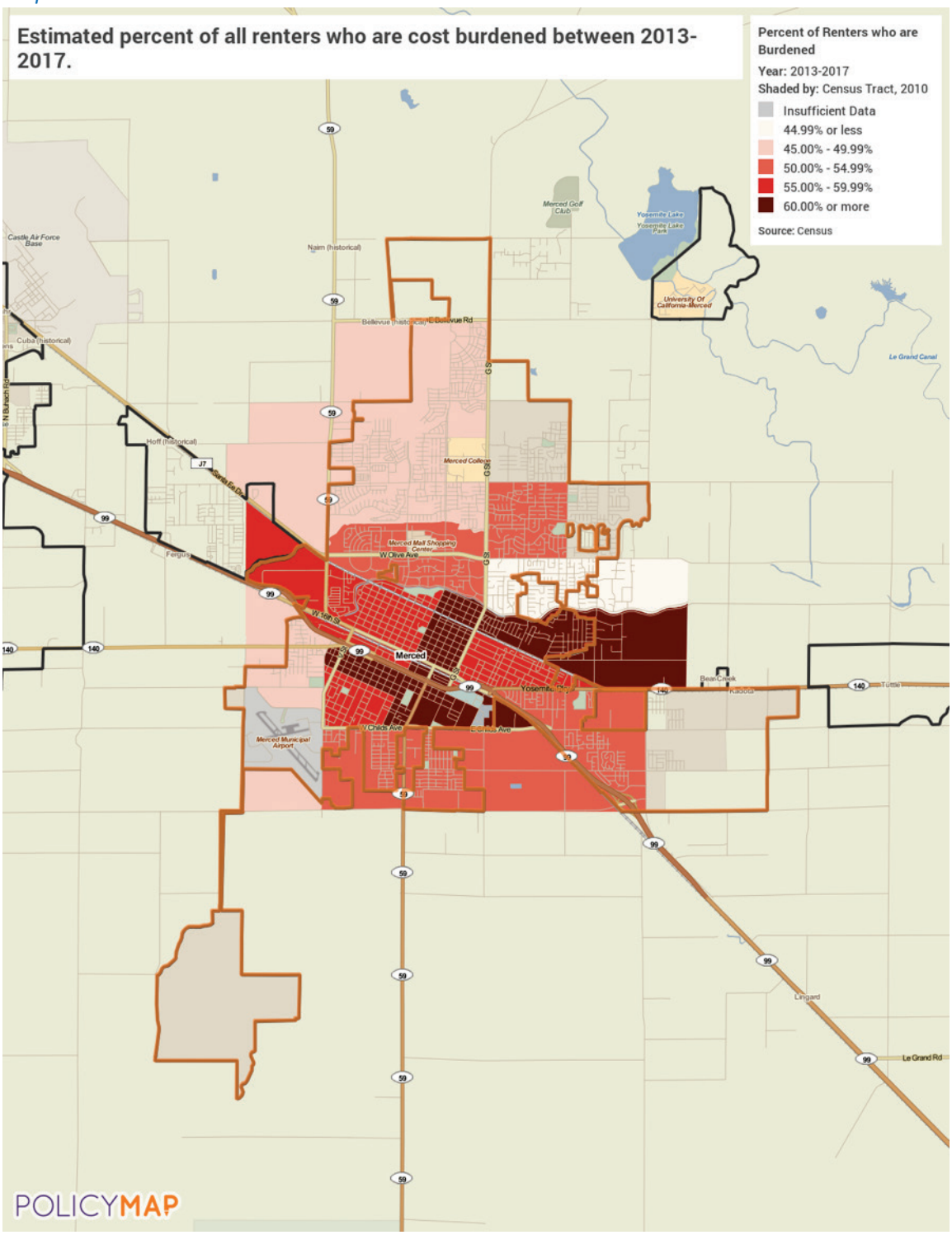
Table: Monthly Costs of Renters

	Number	Percentage
Less than 15%	1,416	9.8%
15 to 19.9%	1,302	9.0%
20 to 24.9%	1,973	13.6%
25 to 29.9%	1,347	9.3%
30 to 34.9%	1,389	9.6%
35% or more	7,091	48.8%
Not Computed	841	--
Data Source: 2013-2017 American Community Survey 5-Year Estimates (DP04)		

Areas with a high cost burden for renters have a cost burden rate of over 60%. These areas are to the south and eastern part of the City. Tracts along the northern and western edge are lower but still significant.

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Map: Cost Burdened Renter Households

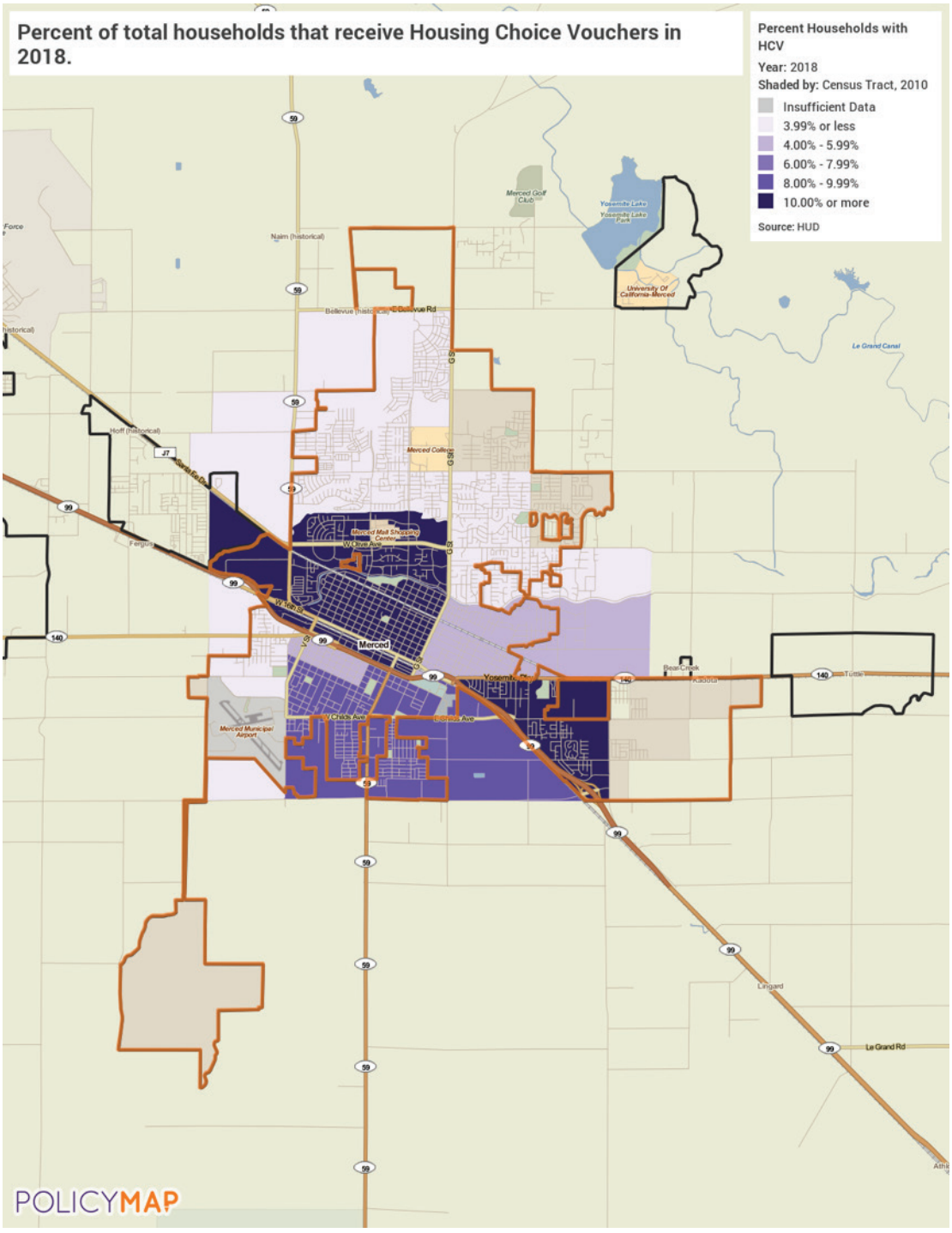


Source: 2013-2017 ACS via PolicyMap

Public Housing

The following map displays the percentage of the population that receives housing choice vouchers. Central tracts have the highest rate, over 10%, while neighboring tracts are significantly lower, less than 4%.

Map: Vouchers

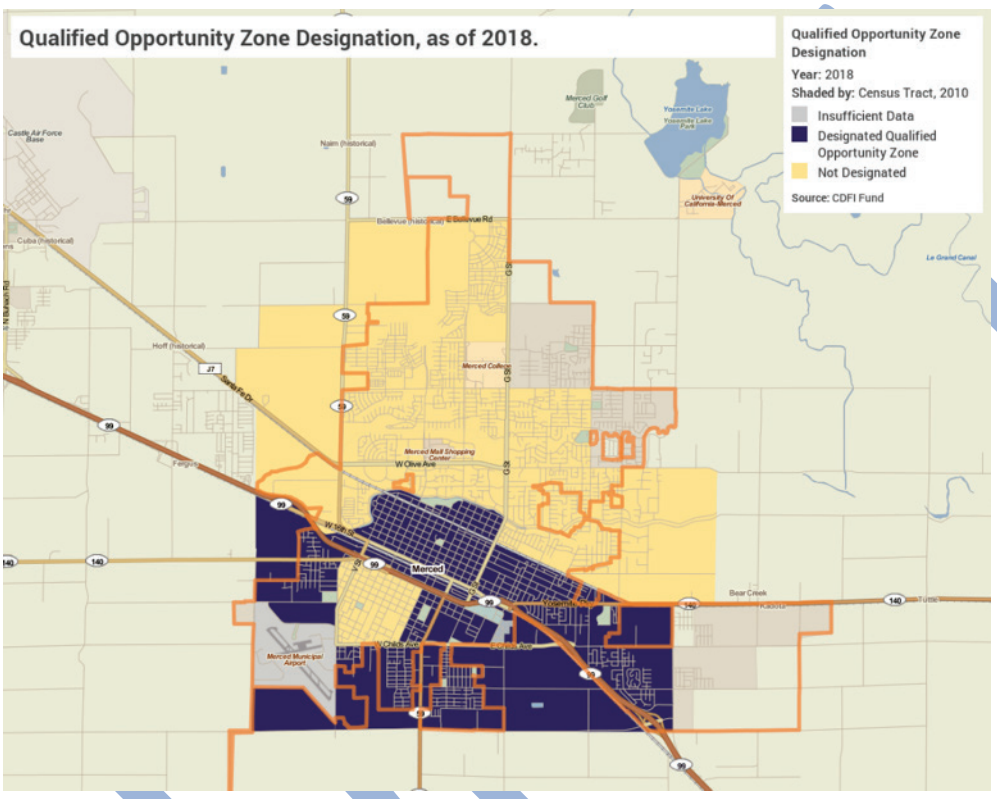


Source: HUD via PolicyMap

Opportunity Zones

In December 2017 the Tax Cuts and Jobs Act was signed into law. Part of that legislation was the Opportunity Zones Program which intends to provide tax incentives to investors to reinvest capital gains into communities in need. Using the metric outlined in the legislation, the state of California identified a number of Opportunity Zones in Merced.

Map: Opportunity Zone



Source: Community Development Financial Institutions Fund, US Department of the Treasury via PolicyMap

Section 3. Mortgage Lending Practices

Citywide lending practices were analyzed using data gathered from lending institutions in compliance with the Home Mortgage Disclosure Act (HMDA). The HMDA was enacted by Congress in 1975 and is implemented by the Federal Reserve Board as Regulation C. The intent of the Act is to provide the public with information related to financial institution lending practices and to aid public officials in targeting public capital investments to attract additional private sector investments.

Since enactment of the HMDA in 1975, lending institutions have been required to collect and publicly disclose data regarding applicants including: location of the loan (by Census tract, City, and MSA); income, race and gender of the borrower; the number and dollar amount of each loan; property type; loan type; loan purpose; whether the property is owner-occupied; action taken for each application; and, if the application was denied, the reason(s) for denial. Property types examined include one-to-four family units, manufactured housing and multi-family developments.

HMDA data is a useful tool in accessing lending practices and trends within a jurisdiction. While many financial institutions are required to report loan activities, it is important to note that not all institutions are required to participate. Depository lending institutions – banks, credit unions, and savings associations – must file under HMDA if they hold assets exceeding the coverage threshold set annually by the Federal Reserve Board, have a home or branch office in one or more metropolitan statistical areas (MSA), or originated at least one home purchase or refinancing loan on a one-to-four family dwelling in the preceding calendar year. Such institutions must also file if they meet any one of the following three conditions: status as a federally insured or regulated institution; originator of a mortgage loan that is insured, guaranteed, or supplemented by a federal agency; or originator of a loan intended for sale to Fannie Mae or Freddie Mac. For-profit, non-depository institutions (such as mortgage companies) must file HMDA data if: their value of home purchase or refinancing loans exceeds 10 percent of their total loan originations or equals or exceeds $25 million; they either maintain a home or branch office in one or more MSAs or in a given year execute five or more home purchase, home refinancing, or home improvement loan applications, originations, or loan purchases for properties located in MSAs; or they hold assets exceeding $10 million or have executed more than 100 home purchase or refinancing loan originations in the preceding calendar year.

It is recommended that the analysis of HMDA data be tempered by the knowledge that no one characteristic can be considered in isolation, but must be considered in light of other factors. For instance, while it is possible to develop conclusions simply based on race data, it is more accurate when all possible factors are considered, particularly in relation to loan denials and

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loan pricing. According to the FFIEC, "with few exceptions, controlling for borrower-related factors reduces the differences among racial and ethnic groups." Borrower-related factors include income, loan amount, lender, and other relevant information included in the HMDA data.

The following analysis is provided for the City of Merced, California summarizing 2017 HMDA data (the most recent for which comparable data are available) and data between 2007 and 2017 where applicable. Where specific details are included in the HMDA records, a summary is provided below for loan denials including information regarding the purpose of the loan application, race of the applicant and the primary reason for denial. For the purposes of analysis, this report will focus only on the information available and will not make assumptions regarding data that is not available or was not provided as part of the mortgage application or in the HMDA reporting process.

2017 City Overview

In 2017, there were approximately 3,500 applications within Merced for home loans to purchase, refinance or make home improvements for a single-family home - not including manufactured homes. Of those applications, 1,758 or 50 percent were approved and originated. This represents a 12 percent decline of total originations relative to 2016, consistent with the national total decrease of 12 percent. Of the remaining 1,760 applications, approximately 445 or 13 percent of all applications were denied. The top two application denial reasons within the City were debt-to-income ratio (25 percent) and credit history (23 percent), representing nearly half of the City's total denials. Incomplete applications and credit history represented 18 percent and 15 percent of denials respectively. It is important to note that financial institutions are not required to report reasons for loan denials, although many do so voluntarily. Also, while many loan applications are denied for more than one reason, HMDA data reflects only the primary reason for the denial of each loan. The balance of the 1,315 applications, that were not originated or denied, were closed for one reason or another including a) the loan was approved but not accepted by the borrower, b) the application was closed because of incomplete information or inactivity by the borrower or c) in some instances the application may have been withdrawn by the applicant.

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Disposition of Application by Loan Type and Purpose, 2017

Single-family Homes (excluding manufactured homes)

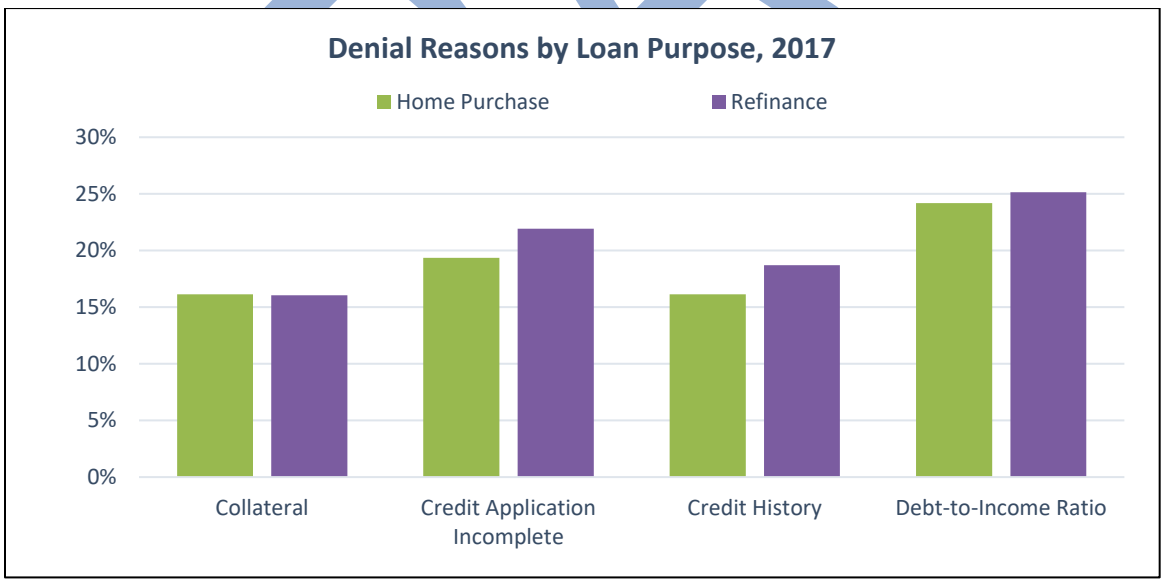
	Loan Type	Home Purchase	Refinance	Home Improvement
Total Applications				
	Conventional	855	1,213	214
	FHA	494	341	17
	VA	146	221	12
	FSA/RHS	4	0	1
Loans Originated				
	Conventional	518	573	115
	FHA	249	124	7
	VA	75	89	6
	FSA/RHS	2	0	0
Loans Approved but Not Accepted				
	Conventional	26	38	5
	FHA	11	15	1
	VA	3	2	0
	FSA/RHS	0	0	0
Applications Denied				
	Conventional	46	205	54
	FHA	27	59	2
	VA	11	36	3
	FSA/RHS	1	0	1
Applications Withdrawn				

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Conventional	93	234	24
FHA	47	79	2
VA	19	43	1
FSA/RHS	0	0	0
Files Closed for Incompleteness			
Conventional	14	68	4
FHA	8	29	3
VA	3	21	0
FSA/RHS	0	0	0

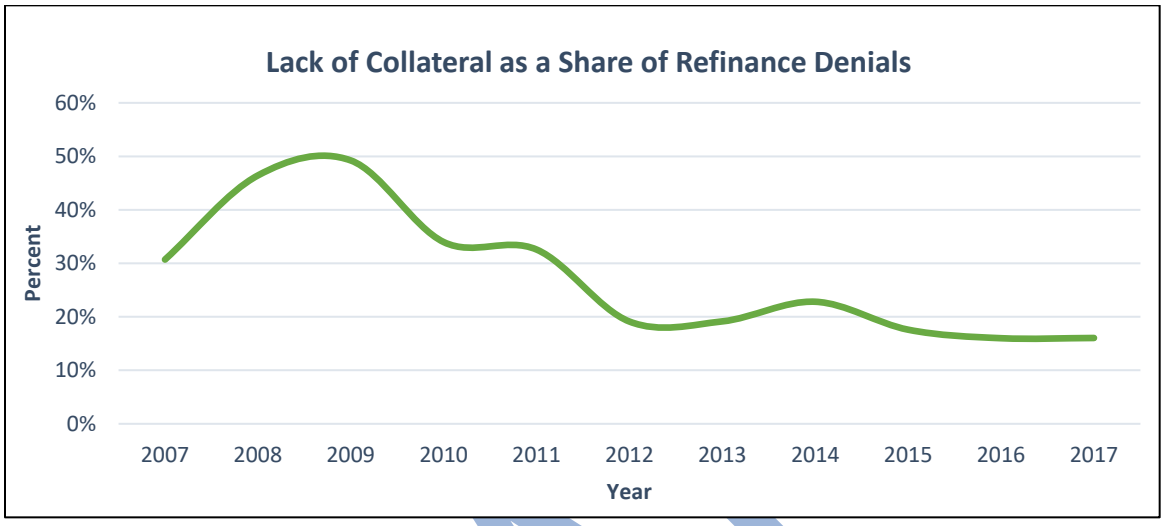
Source: 2017 HMDA

A further examination of the 445 denials within Merced during 2017 indicates that 67 percent were for applicants seeking to refinance existing mortgages for owner-occupied, primary residences. The top reason for both refinance and home purchase application denials was debt-to-income ratio at 25 percent and 24 percent respectively. Refinance applications were more likely to be denied for incomplete applications and credit history compared to home purchases.



Typically, homeowners, seeking to refinance their existing home mortgage are able to use their home as collateral. When the denial reason given for a refinance is a lack of collateral, this could indicate the home is worth less than the existing mortgage and, therefore, refinancing is not an option – these homes are commonly referred to as "under-water" or the borrowers are "upside-down" in their mortgage. Shown below, the percentage of refinance denials given for

the reason of lack of collateral has declined significantly since the peak of the housing crisis, from 49 percent in 2009 to 16 percent in 2017. This trend suggests that the number of "under-water" homes in Merced has declined since 2009.



Home Purchase Lending in Merced

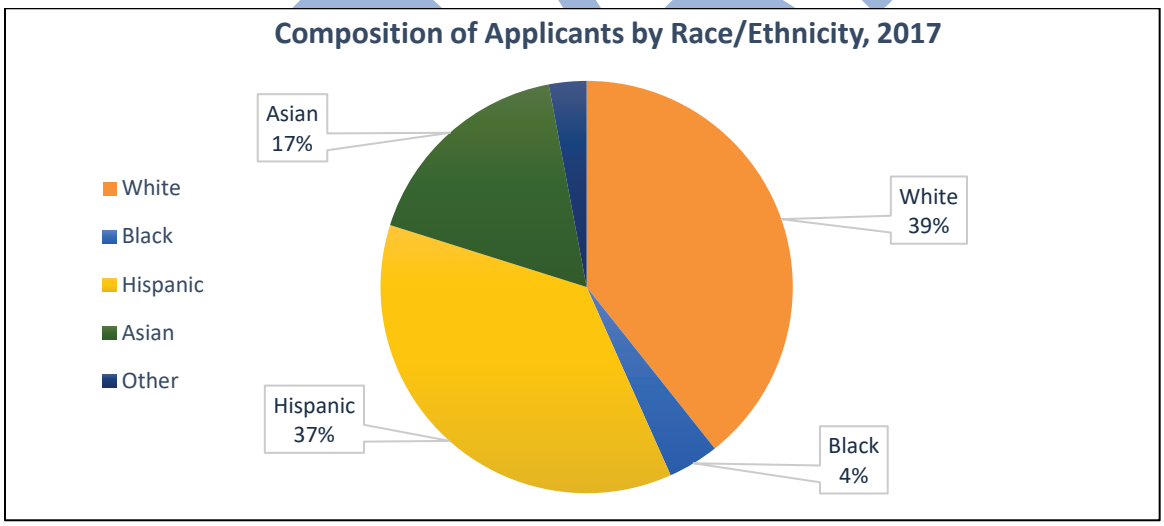
Of the home purchase loans for single-family homes that were originated in 2017, (844 loans originated) approximately 61 percent of these originations were provided by conventional lenders, slightly lower than the national conventional home purchase share of 64 percent. The remaining 39 percent of home purchase loans in Merced were provided by federally-backed sources including the Federal Housing Administration (FHA) at 33 percent of all home purchase originations, the Department of Veterans Affairs (VA) at 10 percent. Nonconventional loans, including the FHA and VA lending programs, have relatively lower down-payment requirements in comparison to conventional lenders. The FHA and VA lenders also have lower approval rates compared to conventional lenders.

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Home Purchases by Type, 2017

	Originations	*Share of Total*
Conventional	518	61.4%
FHA	249	29.5%
VA	75	8.9%
FSA/RHS	2	0.2%
Total	**844**	

The share of applications and percentage of loan application denials for traditional home purchase loans in Merced varies by race/ethnic groups. The largest applicant group in 2017 were non-Hispanic Whites at 39 percent, followed closely by Hispanic applicants at 37 percent. Asian and Black applicants each represented 17 percent and 4 percent of all home purchase applications respectively. In 2017, denial rate for conventional single-family home purchases were similar for all race/ethnicity, with Whites, Blacks, and Hispanics being denied at a rate of 5 percent while Asians were denied at 7 percent.



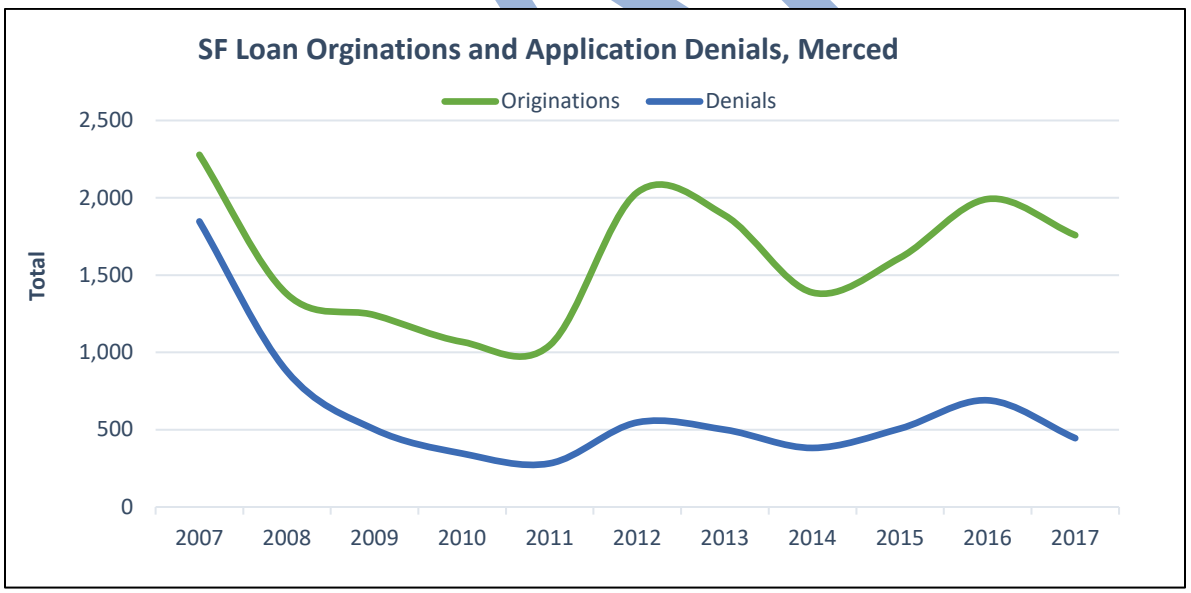
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Merced's Single-family Lending Market, 2007-2017

The following section will examine HMDA data over the time period 2007-2017 for Merced.

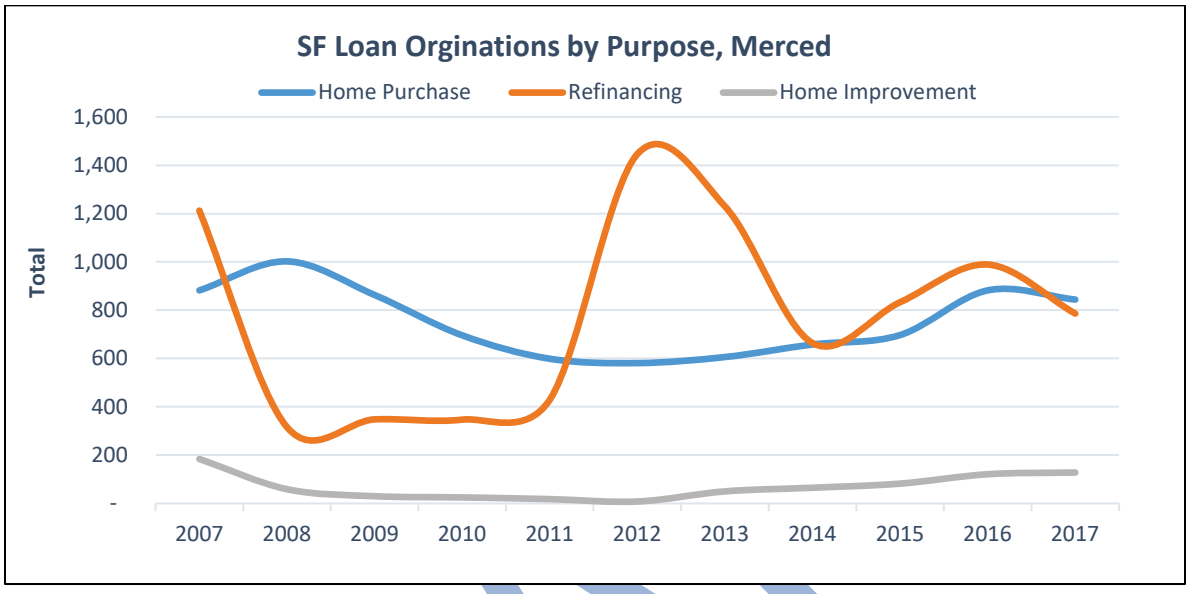
Highlighted below, the number of single-family loan originations followed a dynamic trajectory between 2007 and 2017. At the onset of the housing crisis, originations declined 40 percent between 2007 and 2008, followed by a further 24 percent decrease between 2008 and 2011. Between 2011 and 2012, originations grew by 95 percent, reaching over 2,000 total originations. Loan originations then fell by 32 percent between 2012 and 2014, though grew steadily between 2014 and 2016. Between 2016 and 2017, originations fell by 12 percent, and as of 2017, total originations are about 77 percent of the level prior to the housing crisis.

In contrast to originations, the number of application denials within Merced demonstrated fewer extreme changes between 2007 and 2017. As of the most recent data year, denials are 76 percent below the level experienced in 2007. Relatedly, the share of denials as a percent of total originations and total denials has declined markedly since the housing bust, from 45 percent in 2007 to approximately 20 percent as of 2017.



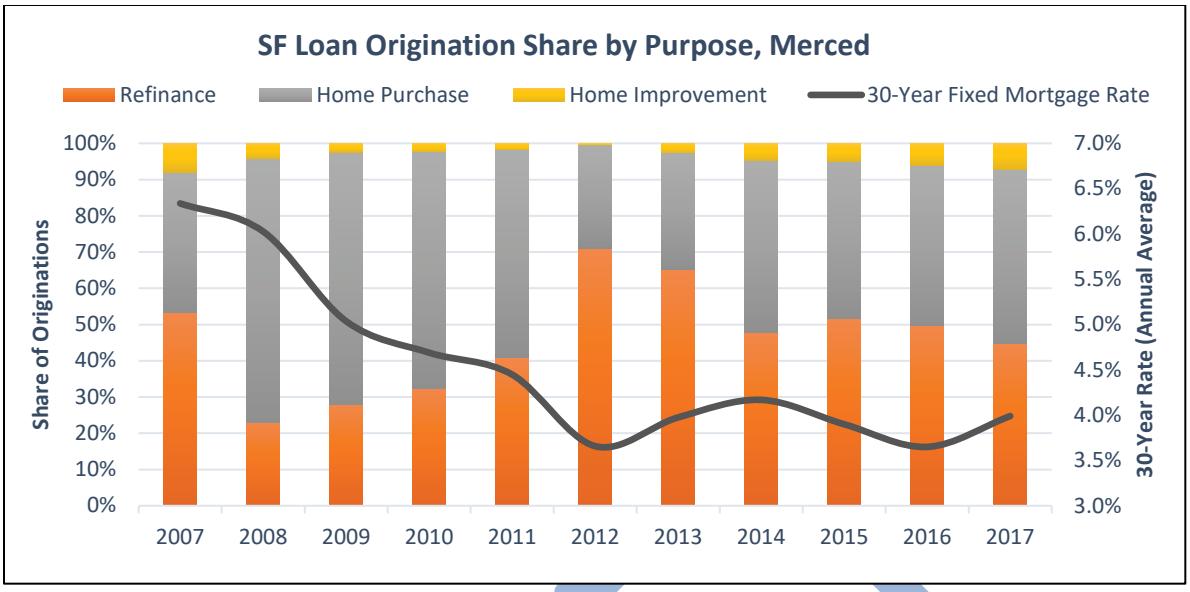
Shown below, much of the year-to-year fluctuations in total originations that occurred between 2007 and 2017 were the result of refinancing originations. Though refinances were the top loan purpose in 2007, home purchases became the dominant loan purpose between 2008 and 2017. Refinances increased dramatically in 2012 as interest rates were broadly falling, discussed further below. In 2017, home purchase surpassed refinances as the top loan purpose and comprised 48

percent of the City's total originations. Though the 844 home purchase loans originated in 2017 was lower than 2016, total home purchase originations have increased 45 percent since 2012, suggesting a recovering demand for housing within the City.



The share of refinance originations in Merced appears to move generally with the 30-year fixed rate mortgage average, shown below. In 2012, for example, when the average 30-year fixed rate mortgage was at its lowest level of all the years examined, refinance originations reached the highest level in both absolute number and percentage terms of all data years analyzed. Similarly, when interest rates rose between 2012 and 2014, the share of refinance originations fell from 71 percent to 49 percent. The increase in the annual average of the 30-year fixed mortgage rate between 2016 and 2017 is consistent with Merced's 21 percent reduction in the number of refinance loan originations over the same time period.

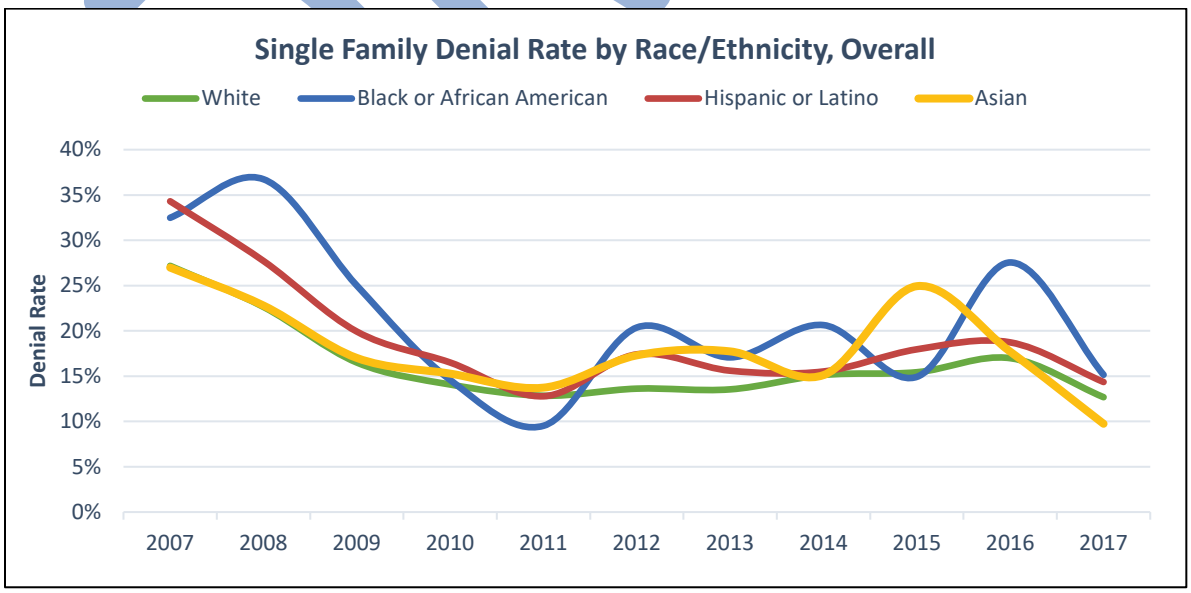
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Source: HMDA, Federal Reserve Bank of St. Louis

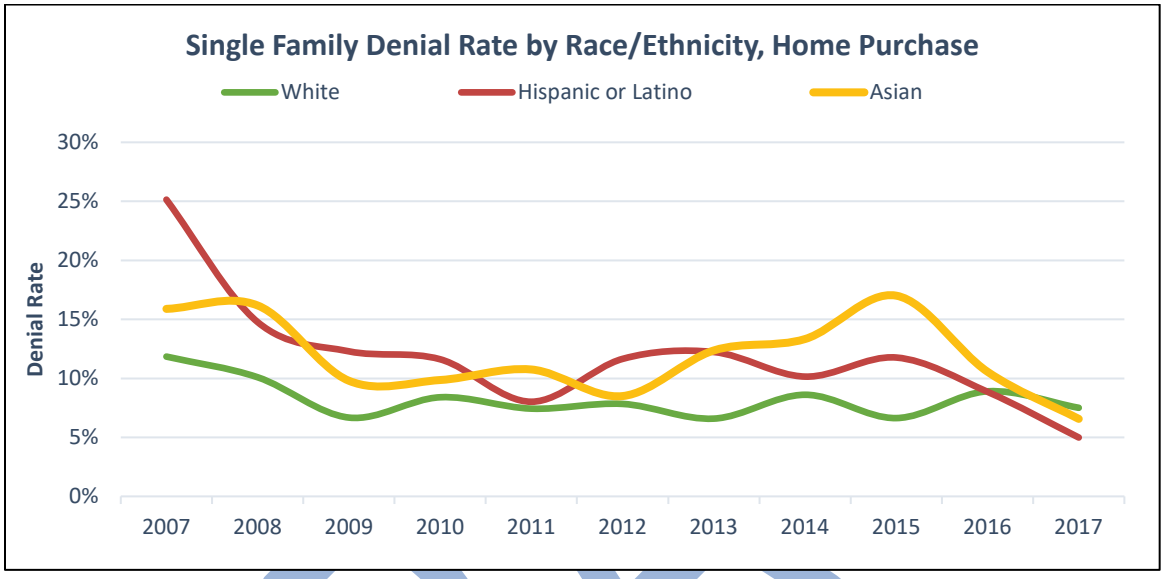
Income, Race, and Single-family Loan Denials in Merced

Denial rates for single-family loans in Merced over time vary by race and ethnicity. The chart below shows that between 2007 and 2017, White applicants are generally less likely to be denied relative to Hispanics. During the same time period, Black and Asian applicants, both with smaller sample sizes compared to Whites and Hispanics, exhibited more variability in denial rates, particularly in recent years. The overall denial rate for all groups fell during the analysis period.

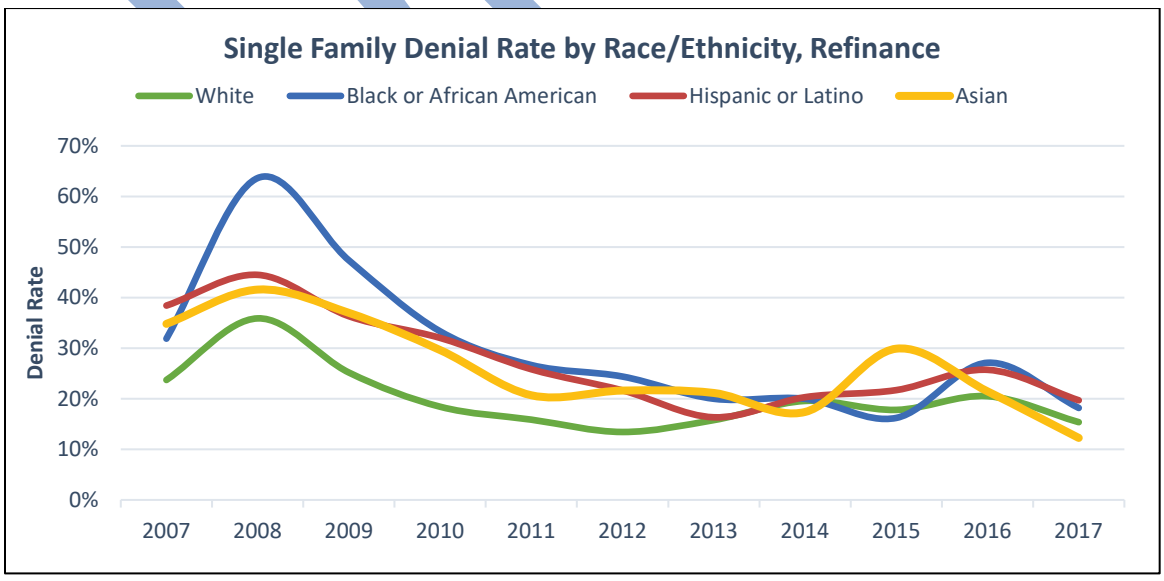


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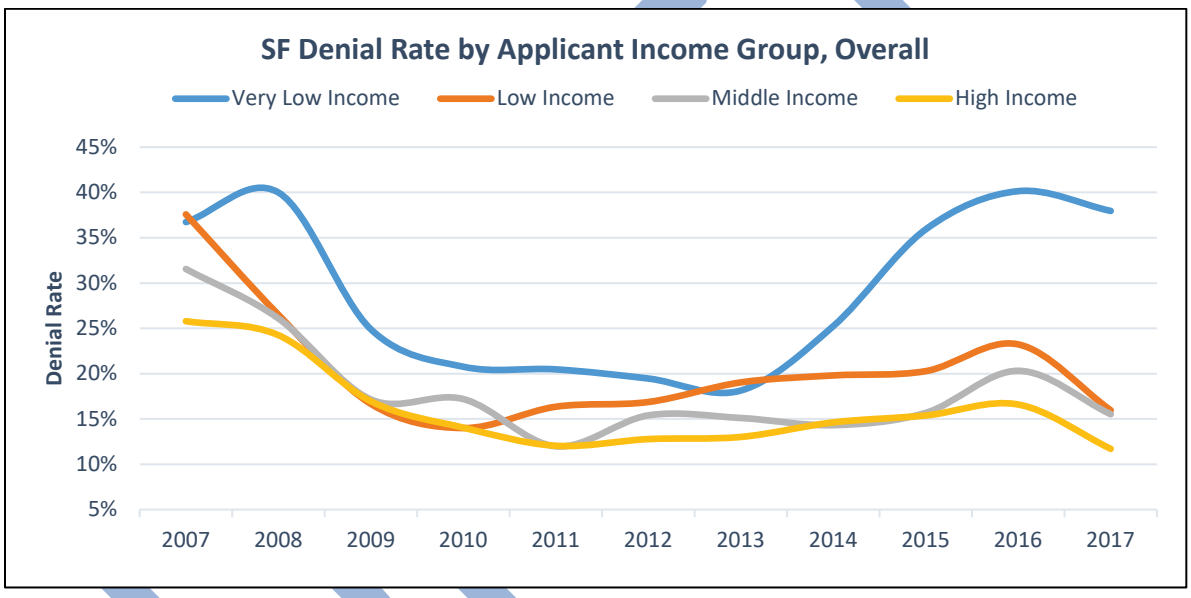
Home purchase applications show similar trends as the overall rate, as Whites were typically the least likely to be denied during the years analyzed (Black applicant data was excluded due to variability of sample size over the years analyzed). Hispanics were less likely to be denied for a home purchase relative to Whites as of 2017.



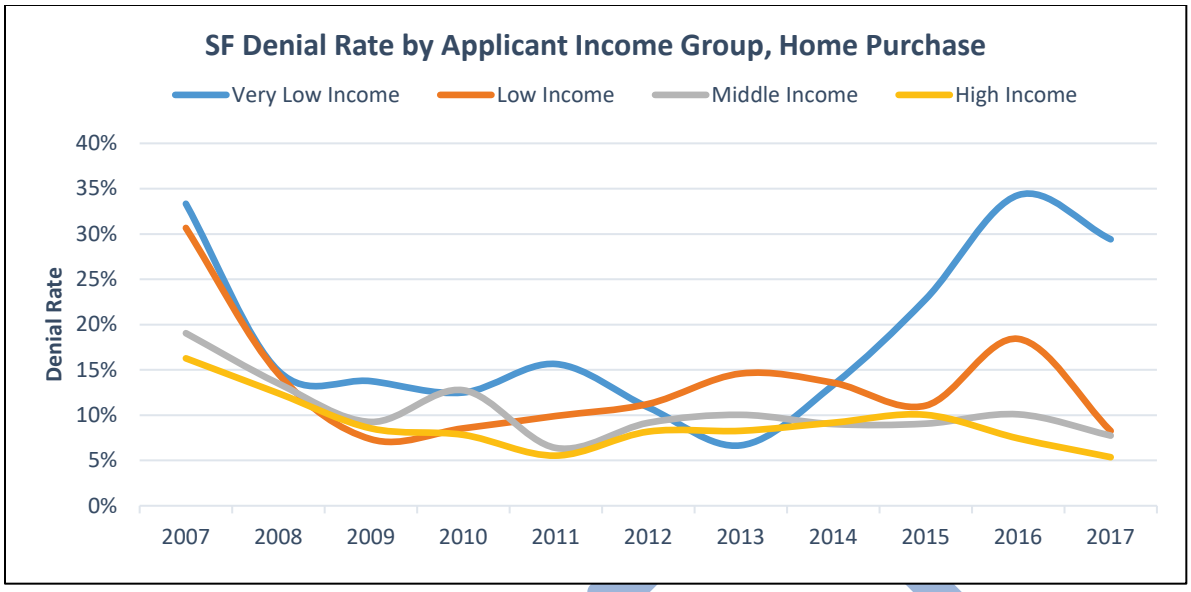
In contrast to the overall denial rate and home purchase denials, refinance denials demonstrate a more consistent trend among each group. The refinance denial rate among race/ethnicity groups have converged relative to the peak of the housing crisis.



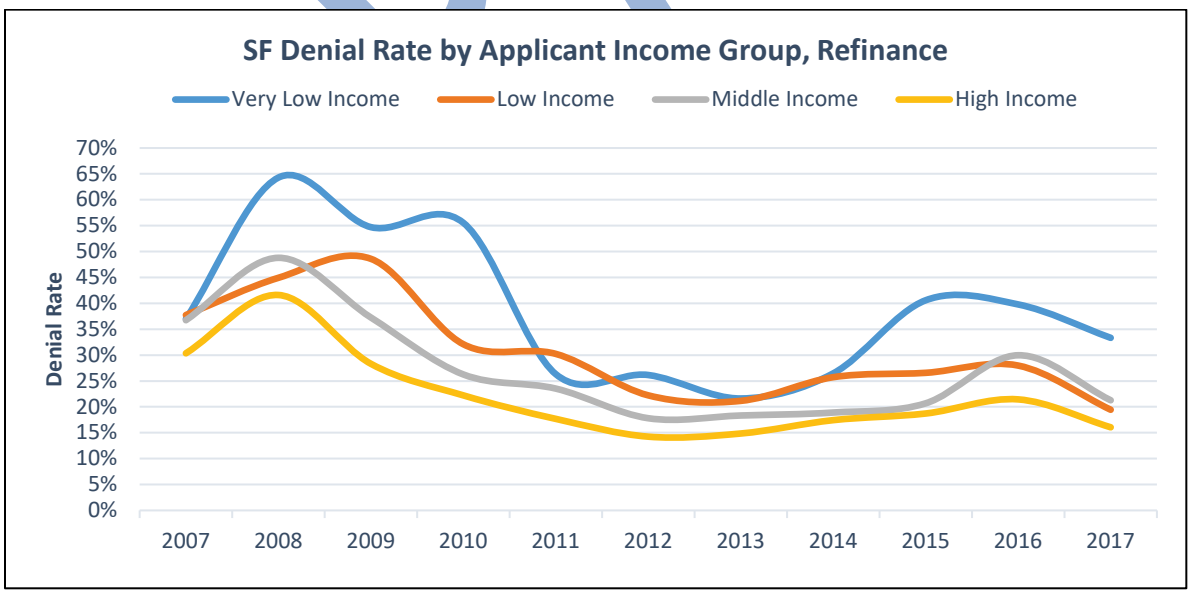
A view of single-family denial rates by applicant income group within Merced, highlighted below, generally shows the expected outcome of higher income groups experiencing lower denial rates than lower income groups. However, Very Low Income applicants (50 percent of less of Area Median Income) have often remained well above other income groups, with increasing divergence in recent years despite a decrease between 2016 and 2017. As of 2017, High Income (greater than 120 percent of Area Median Income) and Middle Income (80 to 120 percent of Area Median Income) applicants are the lowest and second-lowest denied groups respectively, with Low Income (between 50 percent and 80 percent of Area Median Income) the third lowest. The single-family denial rate declined for all income groups except Very Low Income between 2007 and 2017.



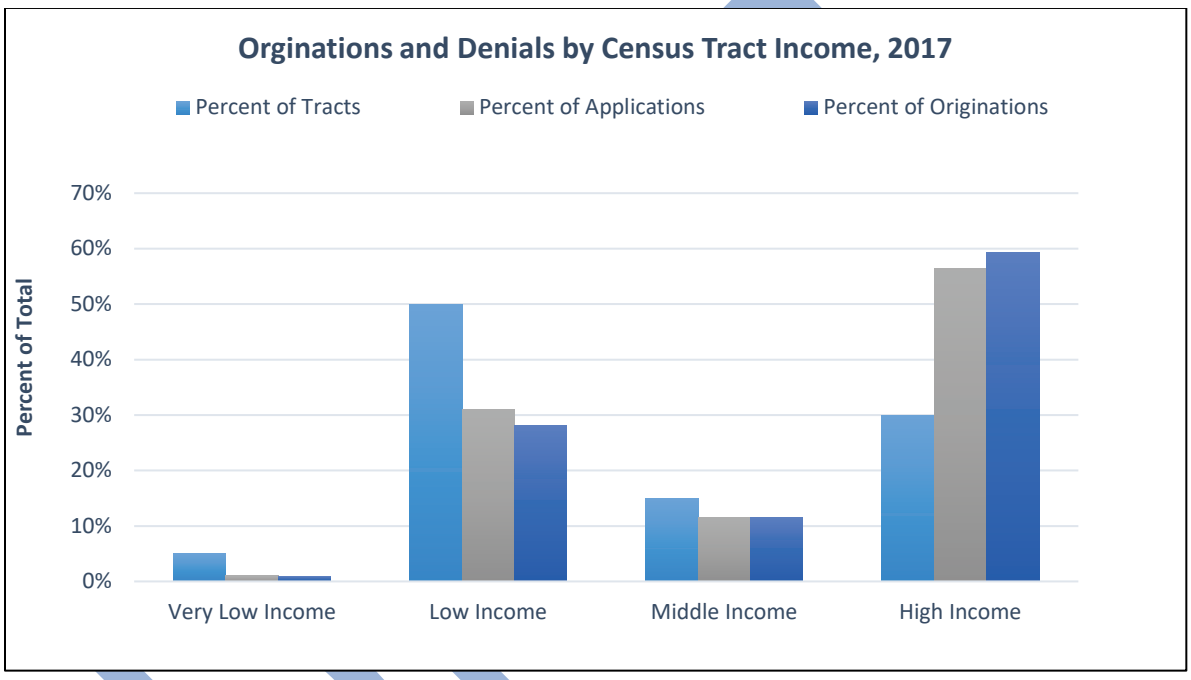
Home purchase application denials are more variable than overall denial rates. However, Very Low Income denials have increased significantly in recent years compared to other groups. As of the most recent data year, Very Low Applicants are more than five times as likely to be denied for a home purchase relative to High Income applicants.



For all income groups, denial rates for refinance applications are typically higher than overall denial rates as well as those for home purchases. Refinance denials are also characterized by more consistent movement between groups. In every between 2007 and 2017, High Income applicants were the least likely to be denied for a refinance. Additionally, the refinance denial rate for all income groups declined between 2016 and 2017.

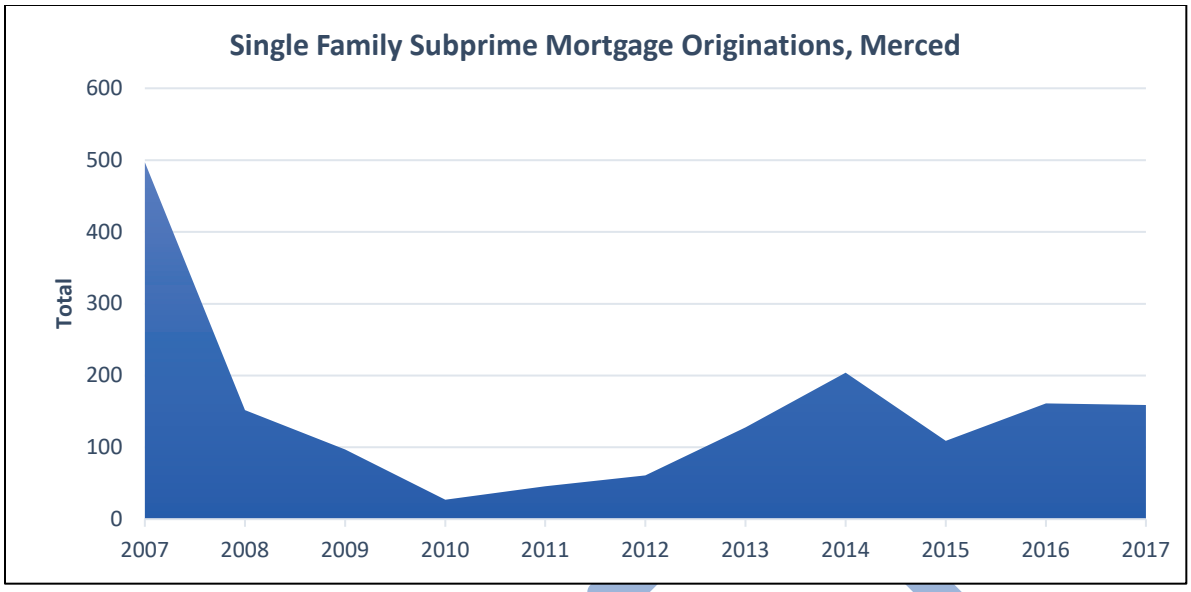


Within Merced, Low and Very Low Income neighborhoods represent 55 percent of the City's total neighborhoods, although they are represented by approximately 29 percent of total originations and 32 percent of total applications as of 2017, shown below. This suggests that Low and Very Low Income neighborhoods within the City are less likely to participate in the single-family lending market relative to other neighborhoods. By contrast, loan applications and originations within Merced are disproportionately likely to occur for properties in High Income neighborhoods, which represent 30 percent of all neighborhoods and nearly 60 percent of total originations.

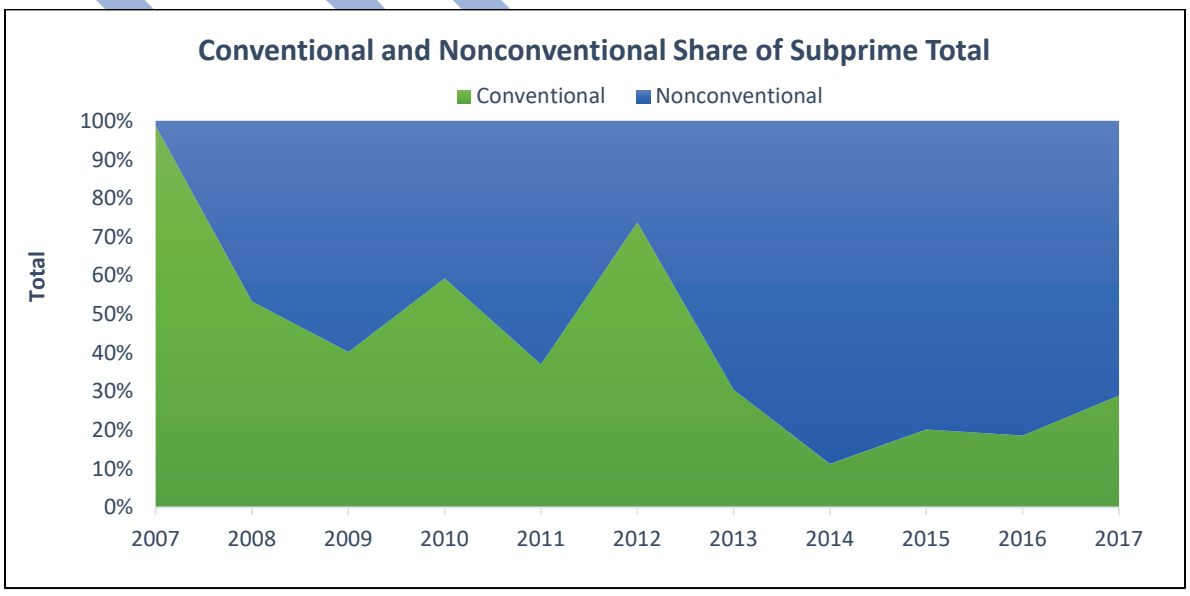


The Subprime Market

Illustrated below, the subprime mortgage market in Merced declined significantly since the onset of the housing crisis, falling by 95 percent between 2007 and 2010. Subprime loans are defined as those with an annual percentage rate that exceeds the average prime offer rate by at least 1.5 percent. Suprime loans have increased since 2010, though remain approximately 32 percent of the level prior to the housing bust. The total number of subprime loan originations decreased by approximately 68 percent on net between 2007 and 2017, while prime originations declined by 10 percent during the same time period. As a percent of Merced's total, subprime originations declined from 22 percent to 9 percent between 2007 and 2017.

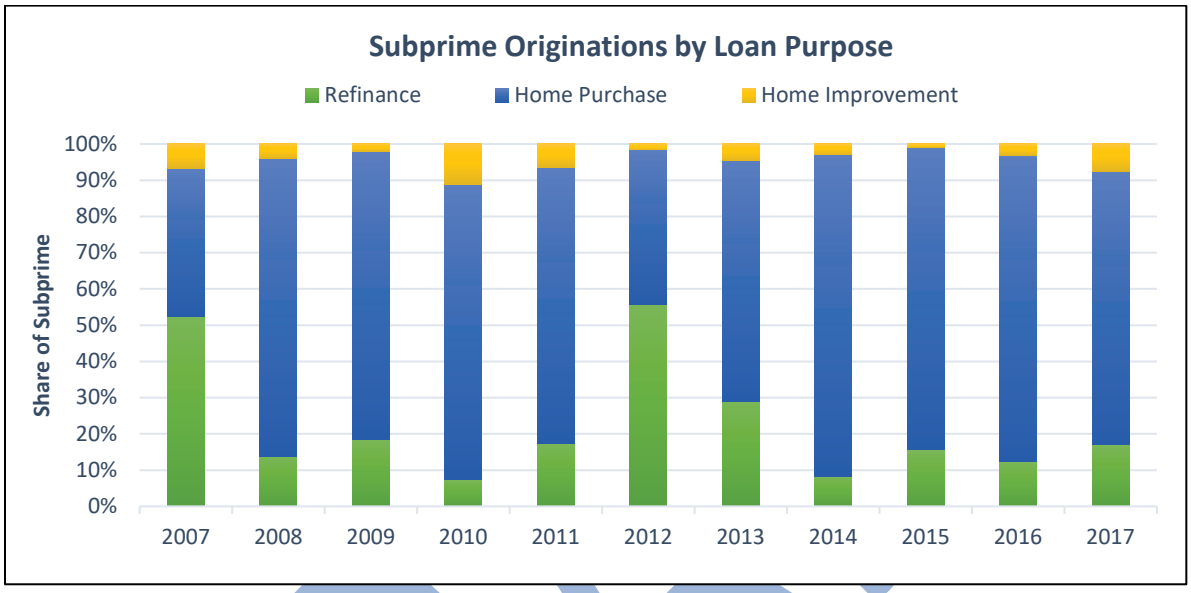


Consistent with broader national trends, the composition of subprime loans within Merced has shifted from conventional loans to government-insured nonconventional loans in recent years. In 2007, 99 percent of subprime loans within the City were originated by conventional lenders. As of 2017, that percentage is 29 percent, up from a low of 11 percent in 2014. Of the nonconventional subprime loans originated in Merced, 99 percent are insured by the Federal Housing Administration, while the remaining 1 percent is insured by the VA. By contrast, the FHA's share of nonconventional prime loans is 61 percent, while 39 percent are insured by the Department of Veterans Affairs.



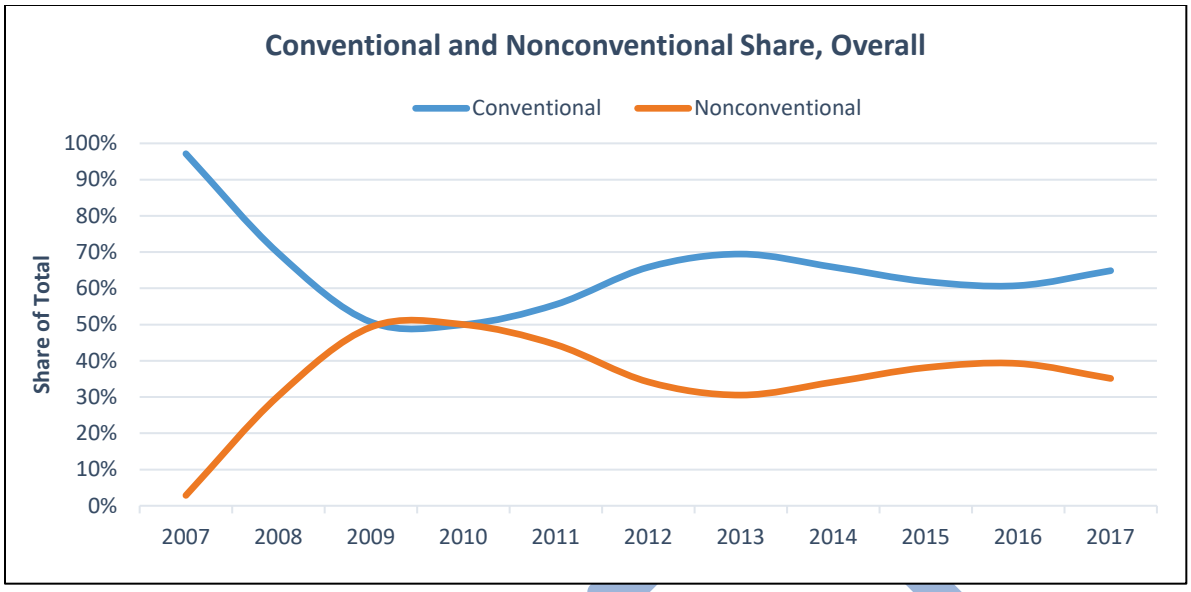
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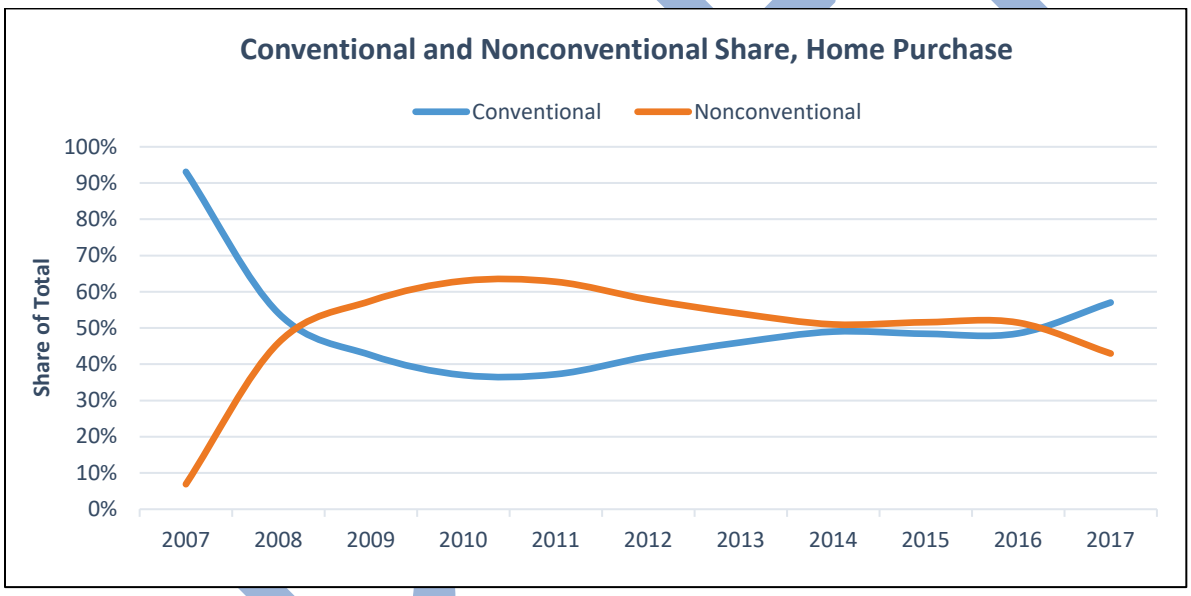
In most years analyzed, the majority of subprime loan originations within Merced were for home purchases. In 2017, home purchases represented 75 percent in of all subprime originations, up from its share of 42 percent in 2012.

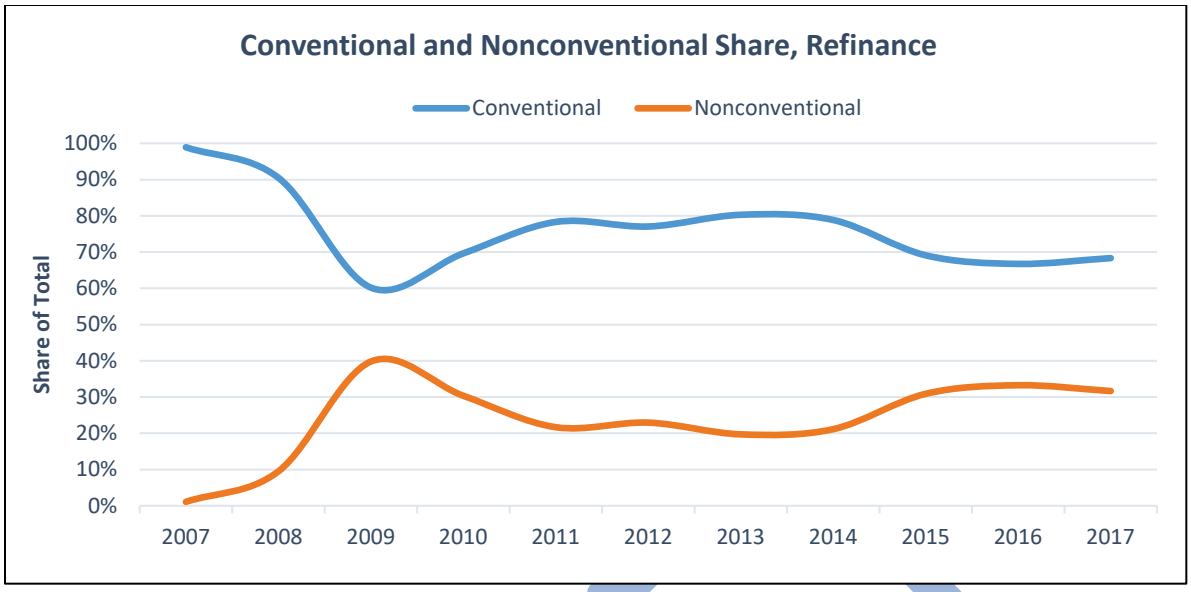


Though 71 percent of all subprime loans within Merced in 2017 were nonconventional, 65 percent of all single-family originations in 2017 were from conventional lenders. The highest share of nonconventional originations for any loan purpose was for home purchase loans in 2010 at 63 percent. In 2017, the majority of home purchases were originated by conventional lenders for the first time since 2008. In recent years, the overall share of conventional lending in Merced has hovered around the low-to-mid 60 percent range, consistent with the national average.

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Conventional and Nonconventional Share, Overall
Conventional
Nonconventional
Share of Total
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017


Conventional and Nonconventional Share, Home Purchase
Conventional
Nonconventional
Share of Total
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017



Conclusion

Mortgage lending activity in Merced is consistent with many of the broader trends that have occurred in the wake of the housing crash, Great Recession, and subsequent economic recovery.

Home purchase originations have increased every year since 2011 and in 2017 were at the highest level of all years analyzed, suggesting signs of growing housing demand and a housing market recovery within the City. Additionally, the share of refinance applications denied for lack of collateral, suggesting an "under-water" home, has declined significantly since the peak of the housing crisis.

The City has also been subject to cyclical trends that reflect broader economic conditions in recent years, including changes in mortgage rates that influence the prevalence of refinance originations and a subprime lending market that remains far below its peak prior to the housing bust. Government-insured mortgages have increased, consistent with tighter credit conditions and a more active regulatory environment in the wake of the housing crash.

Some trends, however, have continued despite business cycle fluctuations, such as higher denial rates for Hispanic applicants relative to White applicants, in addition less market participation and higher denial rates for lower income applicants and neighborhoods.

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Section 4. Public Policies and Practices

[THIS SECTION TO BE UPDATED]

The U.S. Department of Housing and Urban Development (HUD) recommends that the AI investigate a number of housing policies within the public sector.

The following ordinances have been added or modified:

- Emergency Shelters are now a Permitted Use in the C-G (General Commercial) Zone. Shelters are allowed only in this land use zone. See also 20.44.150 for more on Emergency Shelters.
- Transitional/Supportive Housing allowed as Permitted Use in all R- (residential) Zones; and, in Commercial Zones, only in the C-C (Central Commercial) Zone.
- Farmworker housing is not specifically addressed in the 2016 updated Zoning Code, unlike the previous zoning code (1964). As the City has grown over the years since the original code, it has moved away from a rural small-town community.
- Accessory Dwelling Units (ADUs) are permitted in all residential zones, except R-MH (mobile home parks). The ADU ordinance has also been updated, see section 20.42.
- The definition of "family" has been completely removed from the Zoning Code. Instead, see entries under "Dwelling…" and "Household" in the glossary, Section 20.90 of the Zoning Code.
- Density Bonus (Section 20.56) has been unchanged.
- Parking requirements for many land uses have changed. Also, there is now a section on bicycle parking requirements for developments, including long-term bicycle parking for multi-family developments and employers (Section 20.38). This is important for those who do not have a car for transportation.
- Reasonable Accommodation ordinance section is at 20.84 in the Zoning Code.

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Section 5. Fair Housing Practices

Fair Housing is the right of individuals to obtain the housing of their choice, free from discrimination based on race, color, religion, sex, disability, familial status, or national origin. This right is assured by the Federal Fair Housing Acts of 1968 and 1988, as amended, which make it unlawful to discriminate in the sale, rental, financing, or insuring of housing.

The Fair Housing Acts, as amended, also make it unlawful for municipalities to utilize their governmental authority, including zoning and land-use authority, to discriminate against racial minorities or persons with disabilities. Zoning ordinances segregate uses and make differentiations within each use classifications. While many zoning advocates assert that the primary purpose of zoning and land-use regulation is to promote and preserve the character of communities, inclusionary zoning can also promote equality and diversity of living patterns. Unfortunately, zoning and land-use planning measures may also have the effect of excluding lower-income and racial groups.

Zoning ordinances aimed at controlling the placement of group homes are one of the most litigated areas of fair housing regulations. Nationally, advocates for the disabled, homeless, and individuals with special needs have filed complaints against restrictive zoning codes that narrowly define "family" for the purpose of limiting the number of non-related individuals occupying a single-family dwelling unit. The group home arrangement/environment provides for many people who are disabled the only affordable housing option for residential stability and more independent living. By limiting the definition of "family" and creating burdensome occupancy standards, disabled persons may suffer discriminatory exclusion from prime residential neighborhoods.

The unfortunate reality is that segregation and the lack of access to affordable housing is in large part due to public policies. The federal government, in particular, enacted regulations and legislation that both explicitly and implicitly prevented racial and ethnic minorities from accessing living areas that had access to jobs and high-quality schools. Local jurisdictions are still working to remove these previous barriers and to correct historic wrongs.

This section highlights many of the different methods that are being used to increase affordable housing and to deal with segregation. Whether it is legislation, enforcement, grants, or encouraging private investment, local governments play a vital role in ensuring that growth and prosperity in the community reaches everyone and not just a privileged few.

Federal Laws

Numerous acts, laws, and presidential executive orders have been enacted in order to create fair housing opportunities throughout the US. The following information can be found on the website for the US Department of Housing and Urban Development (HUD). Some of the legislation in the

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section below does not directly address fair housing, but is included because it promotes the prevention and termination of discrimination, which is related to fair housing law.

Presidential Executive Order 11063
John F. Kennedy, in 1963, created the first piece of fair housing legislation by issuing presidential executive order 11063. The terms of the order stated that "discrimination in the sale, leasing, rental, or other disposition of properties and facilities" is prohibited if the properties or facilities are owned, operated, or funded by the government.

Civil Rights Act of 1964
According to Title VI of the Civil Rights Act of 1964, "discrimination on the basis of race, color, or national origin" is prohibited in programs and activities receiving federal financial assistance.

Presidential Executive Order 11246
Lyndon B. Johnson, in 1965, issued executive order 11246. According to this amended presidential order, discrimination based on race, color, religion, sex, or national origin was forbidden in federal employment.

Fair Housing Act
The Fair Housing Act, which is Title VIII of the Civil Rights Act of 1968, prohibits discrimination or other unfair actions against persons, which "otherwise make unavailable or deny a dwelling to any person because of race, color, religion, sex, familial status, or national origin." The act prohibits both intentional housing discrimination — disparate treatment — and action or policies that may not seem to discriminate but do have a negative effect on fair housing choice — disparate impact. The federal Fair Housing Act provides for a broad range of sanctions and remedies to cure existing and prevent future violations.

Architectural Barriers Act
In 1968 the Architectural Barriers Act was enacted to increase accessibility for handicapped individuals. The act "requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds [...] must be accessible to and useable by handicapped persons."

Education Amendments Act 103
Title IX of the Education Amendment Act of 1972 prohibits discrimination on the basis of sex. This applies to federally funded education programs or activities.

Rehabilitation Act
The Rehabilitation Act of 1973 is a provision of the federal Fair Housing Act administered by HUD. Section 504 of the act prohibits a "refusal to make accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford them [the handicapped person] equal opportunity to use and enjoy a dwelling [...] including public and common use areas." This act includes nearly all public activities that can adversely affect housing for handicapped people and is not limited to federally funded projects.

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Housing and Community Development Act
Section 109 of Title I of the Housing and Community Development Act of 1974 protects against discrimination when HUD funds are involved. That is, programs and activities receiving financial assistance from HUD's Community Development Block Grant Program cannot discriminate based on race, color, national origin, sex, or religion.
Home Mortgage Disclosure Act

The Home Mortgage Disclosure Act (HMDA), passed by Congress in 1975, was created in order to make loan information publicly available. HMDA mandates that information to help determine how financial institutions are responding to the housing needs be made available to local communities. HMDA also assists public officials in attracting private investors. Additionally, the Act aids in identifying discriminatory lending practices. HMDA requires the disclosure of information from banks, savings associations, credit unions, and other mortgage lending institutions. The required information includes the distribution of home mortgage and home improvement lending on a geographic and demographic basis such as the distribution of mortgage loans to minorities. More specifically, reporting requirements include data on the number, type, and amount of loans as well as the type of action taken — applications approved but not accepted, applications denied, applications withdrawn, or files closed as incomplete (http://www.ffiec.gov/hmda/history.htm)

Age Discrimination Act
The Age Discrimination Act of 1975 prohibits discrimination on the basis of age. This applies to federally funded programs or activities.

Community Reinvestment Act
According to the U.S. Environmental Protection Agency, lenders, developers and property owners are concerned about the cost and liabilities of cleaning up and refinancing low-to-moderate income urban neighborhoods, leading them to develop in other areas that are perceived to be less risky. The Community Reinvestment Act (CRA) was enacted by Congress in 1977, to "require banks, thrifts, and other lenders to make capital available in low- and moderate-income urban neighborhoods, thereby boosting the nation's efforts to stabilize these declining areas" (http://www2.epa.gov/brownfields).

The CRA applies to federally insured depository institutions, national banks, thrifts, and state-chartered commercial and savings banks (http://www.occ.gov/topics/compliance-bsa/cra/index-cra.html). It works to prevent redlining – discrimination by refusing to grant loans, mortgages or insurance to people in a specific area, particularly those deemed poor or to be "financial risks."

In May 1995, the Office of the Comptroller of the Currency revised the CRA to allow lenders to claim community development loan credits for loans "made to help finance the environmental cleanup or redevelopment of an industrial site when it is part of an effort to revitalize the low- and moderate-income community in which the site is located." This revision was intended to

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encourage economic activity in inner-city neighborhoods through financing and property redevelopment.

The CRA requires that each insured bank's record of helping meet the credit needs of its entire community be evaluated periodically (http://www.ffiec.gov/cra/history.htm). There are several organizations that work to promote and ensure the credibility and compliance of all lenders subject to the CRA: Office of the Comptroller of the Currency (OCC), Board of Governors of the Federal Reserve System (FRS), and the Federal Deposit Insurance Corporation (FDIC). The Office of Thrift Supervision (OTS) as of 2011 is no longer an active regulatory agency. The following active institutions are required to report data under the CRA:

• All savings associations except small institutions (those with total assets equaling less than $1 billion in the past 2 years) regulated by the OTS.

• All state member banks, state nonmember banks, and national banks except small institutions (those with total assets less than $250 million in the past 2 years) regulated by the FRS, FDIC, and OCC.

Amendment of the Federal Fair Housing Act
In 1988 the federal Fair Housing Act was amended to include handicapped persons among those protected; those with one or more handicaps are discriminated against when there is a failure to make reasonable modifications to residential premises which may be necessary to enable a handicapped person "full enjoyment of the premises."

Americans with Disabilities Act
Title II of the Americans with Disabilities Act of 1990 prevents discrimination against disabled persons. More specifically, public programs, services, and activities cannot discriminate based on disabilities. Further, "HUD enforces Title II when it relates to state and local public housing, housing assistance, and housing referrals."

Presidential Executive Order 12892
In 1994 President William J. Clinton issued his first presidential executive order pertaining to fair housing. The amended executive order 12892 "requires federal agencies to affirmatively further fair housing in their programs and activities."

Presidential Executive Order 12898
In 1994, President Clinton issued his next presidential executive order pertaining to fair housing. According to executive order 12898, federal agencies must conduct programs, policies, and activities that have an impact on the environment and individuals' health in a way that does not exclude anyone based on race, color, or national origin.

The Quality Housing and Work Responsibility Act
The Quality Housing and Work Responsibility Act (QHWRA), signed by President Clinton in 1998, applies to public housing and public housing voucher programs. Its purposes range from

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"reducing the concentration of poverty in public housing," to creating opportunities and incentives for public housing residents to find work, to rehabilitating public housing units through the establishment of the HOPE VI program.

Presidential Executive Order 13166 107
In 2000, President Clinton issued his final presidential executive order pertaining to fair housing. Executive order 13166 strives to eliminate the barrier caused by poor English proficiency that would deny benefits from federally funded programs and activities.

Presidential Executive Order 13217
In 2001, President George W. Bush issued the most current fair housing-related executive order. His executive order 13217 requires federal agencies to examine their policies and programs in order to find way to improve the availability of "community-based living arrangements for persons with disabilities."

June 2015 Supreme Court Ruling on Fair Housing
On June 25, 2015 the Supreme Court handed down a landmark fair housing ruling that upheld the ability to bring "disparate impact" claims under Fair Housing Act. The Fair Housing Act of 1968, an integral legislative victory of the Civil Rights Movement, protects people from discrimination when they are renting, buying, or securing financing for housing. The case, Texas Department of Housing and Community Affairs v. Inclusive Communities Project, centered on the question of whether a policy or action has to be intentionally discriminatory, or merely have a discriminatory effect, in order to qualify as a valid basis for a discrimination claim under the Act.

Inclusive Communities, a Dallas-based non-profit, claimed that the Texas Department of Housing and Community Affairs was guilty of housing discrimination because the way in which the state allocated Low Income Housing Tax Credits perpetuated racial segregation by limiting the development of affordable housing into areas that were historically impoverished with high concentrations of minorities. The state claimed that no discrimination occurred because its intention was not to promote racial segregation but to revitalize these underserved areas by injecting much needed capital for the development of new affordable housing. Inclusive Communities claimed that regardless of intention, the state's decision to fund tax-credit projects only in minority and poverty-laden neighborhoods resulted in segregation, and thus had a discriminatory effect (disparate impact).

Fair housing advocates across the nation watched the case closely and worried if the Supreme Court ruled against disparate impact claims that it would essentially "defang" the Fair Housing Act by removing a key basis for liability. Intent is much harder to prove than effect. In the end the Court ruled 5-4 to uphold the lower court decisions in favor of Inclusive Communities, salvaging fair housing disparate impact claims.

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New HUD Fair Housing Guidance

Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records

The Fair Housing Act prohibits discrimination in the sale, rental, financing of dwellings and in other housing-related activities on the basis of race, color, religion, sex, disability, familial status or national origin. In April 2016, HUD's Office of General Counsel issued guidance on the discriminatory effect of using criminal history to make housing decisions. If a policy or practice that restricts access to housing on the basis of criminal history has a disparate impact on a protected class (whether or not that effect is intentional), it is in violation of the Fair Housing Act – unless there is a "substantial, legitimate, nondiscriminatory interest" served by the policy.

HUD's guidance is intended to eliminate barriers to securing housing for that population, and it is imperative that all jurisdictions make a clear effort to eliminate any discriminatory barriers these individuals may face. In order for former inmates to avoid recidivism and work in society they must have access to housing free of discrimination.

Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity

On September 21, 2016 HUD published a final rule entitled "Equal Access in Accordance with an Individual's Gender Identity in CPD programs." Through this final rule, HUD ensures equal access to individuals in accordance with their gender identity all HUD funded programs. This rule builds upon the 2012 final rule, "Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity" (2012 Equal Access Rule). This final rule ensures that HUD's housing programs would be open to all eligible individuals and families regardless of sexual orientation, gender identity, or marital status.

Furthermore, as HIV/AIDS disproportionally affects the LGBT community, it is important to note that HIV/AIDS is protected under the Fair Housing Act as a disability. HUD specifically states that housing discrimination because of HIV/AIDS is Illegal.

The HUD Office of Policy Development and Research conducted a study in 2013, *An Estimate of Housing Discrimination Against Same-Sex Couples*, as the first large-scale, paired-testing study to assess housing discrimination against same-sex couples in metropolitan rental markets via advertisements on the Internet. Two emails were sent out, with the only difference between the two emails was the sexual orientation of the prospective renting couples. The study finds:

"[… same-sex couples experience less favorable treatment than heterosexual couples in the online rental housing market. The primary form of adverse treatment is that same-sex couples receive significantly fewer responses to e-mail inquiries about advertised units than heterosexual couples. Study results in jurisdictions with state-level protections against housing discrimination on the basis of sexual orientation unexpectedly show slightly more adverse treatment of same-sex couples than results in jurisdictions without such protections. "

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Complaints

The City collected fair housing complaint data from HUD's Office of Fair Housing and Equal Opportunity to assess the volume and type of fair housing complaints made since 2015. The information received is summarized below.

U.S. Department of Housing and Urban Development

Analysis of fair housing complaints submitted to HUD between 2015 and 2019 from residents of the City of Merced reveals that 13 complaints were filed between 2015 and 2019 with some complaints citing multiple bases for their claims. The table below shows the number of complaints filed in each year with the most active year in 2016 and 2017.

Table: HUD Fair Housing Complaints - Number of complaints filed per year

Year	Number of Complaints
2015	1
2016	4
2017	4
2018	2
2019	2
TOTAL	13

The analysis further revealed that disability is, by far, the most commonly cited basis for complaints with disability cited in about 50% of the bases across all complaints. Other notable bases cited include retaliation (20%%) and race (15%). The table below shows how many times each basis was cited in each year between 2015 and 2019.

Table: HUD Fair Housing Complaints - Number of times basis for complaint was cited per year

Basis for Complaint	2015	2016	2017	2018	2019	TOTAL
Race	0	0	0	1	1	3
Disability	1	3	4	1	1	10
National Origin	0	0	0	1	0	1
Sex	0	1	0	0	0	1
Familial Status	1	0	0	0	0	1
Retaliation	1	0	1	1	1	4

All disability complaints cited failure to make or allow reasonable accommodations as a basis for their complaint and seven of the ten cited discriminatory refusal to rent.

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Of the 13 complaints filed between 2015 and 2018, five (38.5%) were closed with conciliation or a successful settlement. The remainder were either dismissed for lack of jurisdiction or had a no cause determination.

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Section 6. Previously Identified Impediments to Fair Housing Choice

Status of Previously Identified Actions

The chart below outlines the actions stated in the 2015 AI and summarizes progress made toward each action:

PAST ACTION	TIMEFRAME	OUTCOME
Housing Partnerships		
Action 1.1 The City will continue to explore the development and rehabilitation of affordable housing opportunities with its local non-profit and for profit developers, as well as employers. Local partners include, but are not limited to the following: • Housing Authority of the County of Merced • California Department of Housing and Community Development	Ongoing	The Housing Division has built a successful partnership with multiple local-area non-profit organizations to help accomplish these goals. Merced Rescue Mission and Sierra Saving Grace have received consecutive-year funding for the purchase of single-family, duplex, and triplex units for repair and conversion to affordable/supportive housing units for formerly homeless individuals and families. Additionally, as a direct result of our partnership with Central Valley Coalition for Affordable Housing as the City's Community Housing Development Organization (CHDO), as well as with a $13.9 million award from the State of California, we are nearing groundbreaking dates on two affordable housing developments totaling 169 units.
Zoning Ordinances		
Action 2.1 The City will amend the C-G (General Commercial) zoning district to allow emergency shelters as a permitted use.	December 2015	The General Commercial (C-G) Zoning District was amended to allow Emergency Shelters as a "Permitted Use" effective October 19, 2016. Additionally, Emergency Shelters are allowed in the C-T (Thoroughfare Commercial) and C-C (Central Commercial) Zones upon approval of a Conditional Use Permit.
Housing Choice for Special Populations		

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Action 3.1 The City will continue to work with local non-profits to provide federal, state and local funding to assist in the development of new housing opportunities in non-minority concentrated areas of Merced. The City will continue to administer successful programs that provide funding and support for affordable housing.	Ongoing	There have not been any new affordable housing units built or acquired in non-qualified census tracts, or in general terms, in the North and Northeast areas of the city. City staff encourages incoming apartment developers to consider using Density Bonus and similar zoning options in order to build more units; however, it is not a requirement and developers have chosen not to use this option.
Action 3.2 (Low Income Seniors} The City shall continue to facilitate the construction of affordable rental housing for very-low and low- income seniors.	Ongoing	The City has not facilitated construction on exclusively-senior rental housing, to date. However, groundbreaking is imminent on a 50-unit complex in which 10 units will be set aside for homeless veterans, many of which will likely be seniors. Additionally, the City continues to support rental assistance programs that assist homeless and other low-income seniors find suitable housing.
Action 3.3 (Low Income Large Families} The City shall promote the construction of affordable for-sale and/or rental housing units with three or more bedroom units affordable to very low- and low-income families. The City shall publicize financial and regulatory incentive opportunities to developers for these unit types including promote the need for three or more bedroom units during pre-application meetings, contacting affordable housing developers, and creating informational fliers at the Housing Department and in all general application packets.	Ongoing	The City is currently working on two affordable housing projects that will contain three-bedroom units: • Gateway Terrace II – there will be 18 three-bedroom units, amounting to 36% of the project's 50 total units. • Childs & B Affordable Housing Project/Childs Court Apartments – there will be 36 three-bedroom apartment units, amounting to 30.25% of the project's 119 units. Additionally, the City Housing Program has provided funding to two community non-profit organizations, Merced Rescue Mission and Sierra Saving Grace, for purchase of market-rate housing for conversion to supportive rental housing. These groups have consistently purchased single-family homes with three or more bedrooms each year since the last AI. We will

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		continue to encourage the purchase of a minimum of one three-or-more-bedroom home each year to work towards providing large families with adequate housing.
Action 3.4 (Homeless} The City shall support the Continuum of Care (CoC) 10 year plan to End Chronic Homelessness and finding in their 2015 Point on Time survey.	Ongoing	The City has provided financial assistance to the Continuum of Care each year that are used towards some of the administrative costs of running the program and meetings, including the annual county-wide Point In Time homeless count. City staff also continues to participate in the count itself. Additionally, the City continues to meet the 10 Year Plan's recommendation to provide a winter warming center for the homeless, but funding the operating costs for the center through CDBG grants.
Outreach to Mortgage Originators		
Action 4.1 The City will work with local lenders, escrow and title companies, and real estate agents to promote tools that reduce the costs of homeownership.	Ongoing	There has not been any progress made in this area by working with lenders, agents, or title companies. However, in October of 2019, Housing staff applied with the State of California for a $1 million grant for first-time homebuyer downpayment program funding. The application is still pending with the State as of this update. If awarded, the City would be able to assist approximately 20 low-income families purchase their first house.
Education and Resources		
Action 5.1 As funding permits, the City or other funded programs will work with other fair housing advocates to conduct additional fair housing workshops in Merced to educate about fair housing rights.	Ongoing	Project Sentinel has continued to provide fair housing workshops and fair housing information each year in Merced, most recently including UC Merced and Merced Community College students, Merced Unified High School District, Merced City Code Enforcement Department, Merced County Library, Merced County Behavioral Health staff, Merced Valley Crisis Center, and Central California Legal Services.

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Action 5.2 The City will work with Project Sentinel to develop an affirmative marketing plan to reach groups that are least likely to apply and have disproportionate housing needs and, after conducting the outreach, monitor how effective the affirmative marketing plans were in reaching those groups.	Annually	The City follows HUD regulations for its programs with respect to affirmatively furthering fair housing and engages with Project Sentinel on a variety of housing-related advocacy.
Unfair Lending and Insurance Practices		
Action 6.1 The City will monitor complaints regarding unfair/predatory lending and will assess lending patterns using the data collected under the Home Mortgage Disclosure Act (HMDA), the Community Reinvestment Act (CRA) and other data sources.	Monitor the HMDA with each update to the Analysis of Impediments to Fair Housing Choice to identify potential issues with unfair lending practices	As part of the development of the AI every five years, the City collects complaint data at the federal and local levels. The City also thoroughly analyzes HMDA data to assess issues and disparate impact related to lending for City residents.
Apartment Owners/Managers		
Action 7.1 The City will work in conjunction with apartment owner/manager associations to outreach to owners of small rental properties regarding fair housing laws.	Ongoing	The City, in partnership with Project Sentinel conducted a session specifically for apartment owners and managers to inform them about fair housing laws. While the session was not well attended, the City and Project Sentinel continue to make resources available and Project Sentinel continues to educate property owners through its courses and individually as the engage on specific issues.
Action 7.2 The City will work with agencies and the property managers of affordable housing to ensure that fair housing laws are abided by in the selection of residents and that information of housing availability is appropriately advertised. The City will continue to provide outreach related to	Ongoing	Project Sentinel works closely with landlords to mitigate issues between landlords and tenants. Through these efforts they provide needed advocacy and education in a meaningful way.

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affordable housing opportunities through advertisements and literature available in English and Spanish.		
Action 7.3 In addition to addressing the fair housing calls through the City's Fair Housing Program, the City will continue to track the type of complaints received.	Ongoing	Complaints made to the City are referred to the City's partner, Project Sentinel, for counseling and tracking.
Reasonable Accommodations for Persons with Disabilities		
Action 8.1 The City will provide information on reasonable accommodation to housing units.	Ongoing	The City and Project Sentinel provide information on the requirements of reasonable accommodation. Further the City has enacted a reasonable accommodation ordinance.

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Section 7. Identification of Impediments to Fair Housing Choice and Actions

Findings

The following is a summary of the key findings of his report:

POPULATION

The City's population is expanding. Since 2000, the City's population has increased 28.4% The City's growth rate was noticeably higher than the state where the growth rate was 15.1%. Most population is concentrated in the northern portion of the City.

While the average age in the City has increased, higher percentages of the population are being represented in the 25-34 year old group. In 2017, the median age of the population was 34.9 years old. That is an increase of 1.3 years since 2000 when the median age was 29.2 years old. However, the largest age group in the City is the 25 to 34 years old group with 12,555 people, or 15.3% of the population.

RACE AND ETHNICITY

Merced is more ethnically diverse than the state as a whole. It is a majority Hispanic City, with 52.2% of the population identifying as Hispanic compared to 38.8% at the state level.

Census tracts with disproportionally large number of black residents are found in the northern part of the City. These tracts have over 10% of the population that identifies as Black.

Asian and Hispanic residents are more prevalent in the southern part of the City. In southern census tracts, Asians make up 20% or more of the population and Areas with a heavy Hispanic concentration are located primarily in the southern part of Merced and more than 70% of Hispanic residents live in the southern portion of the City.

Merced has a significant foreign-born population. According to the most recent data, there are 17,667 foreign-born residents and nearly 45% of them are naturalized citizens. Nearly 65% of them entered prior to 2000 and 67% came from Latin America. The median household income for foreign-born residents in the City is over $12,000 less than the MHI for foreign-born residents in the state.

Merced as a whole has a diversity index score of 57, meaning that it is classified diverse. While no areas in the City had a score below 25, there are areas that are noticeably less diverse than others. Tracts in the north part of the City are overall more diverse, particularly when compared to central tracts in the southern part of the City.

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DISABILTY

Merced's disability rate is higher than the state average. In Merced there are 14,113 residents who report a disability, or 17.4%. This is higher than the statewide rate of 10.6%. Older residents are more likely to have a disability.

Fair housing complaints are predominantly based on perceived violations of disability rights. All disability complaints reported to HUD since 2015 cited reasonable accommodations among the bases for their complaints.

INCOME AND POVERTY

Incomes in Merced are lower than the state average but growing on par with state increases. In 2017, the median household income (MHI) in Merced was $40,704. This was considerably less than the statewide MHI of $67,169. Those living in the northern part of the City are more likely to earn higher incomes than the City average.

Merced has income disparities among races. Whites earn the highest median income and are the only group to earn over the citywide median household income. Black and mixed race households earn the least.

The poverty rate in Merced is twice the statewide average and is growing more quickly. Poverty increased over 15% between 2010 and 2017. Census tracts in central Merced have poverty rates of over 50%.

Poverty levels differ across races. American Indian and Alaska Native households have the highest poverty rate at over 50%, followed by mixed race households at over 41%, and Hispanic households at over 35%.

While unemployment had been decreasing in recent years, Merced's unemployment rate continues to be higher than the state unemployment rate. The state unemployment rate in 2018 was 4.2% compared to Merced's at 6.7%

Homelessness is an increasingly prevalent concern in the community. As homelessness rates rise, more support for those experiencing homelessness and at risk of homelessness is needed. Over 36% of survey respondents reported that they have experienced homelessness.

HOUSING

The most prevalent housing type in the City is 1-unit detached structures. These structures comprise 65.8% of all units, which is a slight increase from 2010 when this housing type represented 61.4%.

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Housing units with three bedrooms make up the largest portion of City's housing stock at 39.3% of all units.

Much of the housing stock in the City is relatively new. Fifty-three percent of Merced's housing was built after 1980 with the largest cohort built between 2000-2009. However, that leave 47% of all housing built before 1980. These units are at greater risk for lead-based paint hazards.

The majority of households are renter households. Renter households make up 60% percent of the households in Merced compared to 40% owner households.
Vacancy rates have declined significantly for both renter and owner households since 2000. Vacancy rates for renters fell from 8.6% to 5.3%. Vacancy rates for owners fell from 6.4% to 2.3%.

While median home values have decreased since 2010, rents have increased. The Median Home Value in Merced fell from $223,500 in 2010 to $185,000 in 2017, a 17.2% drop. However, during the same period median rents have increased. The median contract rent in 2010 was $680 and jumped to $781 in 2017. Rents are highest in north Merced.

Renters are more likely to be cost burdened than owners with a mortgage. Approximately 32.9% of homeowners with a mortgage are cost-burdened in Merced. In contrast, over 58% of owners are cost burdened. Respondents to the community survey, which represented a mix of owners and renters, reported that over 57% were cost burdened.

Housing costs and lack of available housing were among the top barriers to housing in the community survey. Over 77% of respondents stated that housing costs were a concern. Over 46% stated that finding affordable housing was an issue and over 38% reported that finding available housing generally was a challenge.

LENDING

Whites and Hispanics are most likely to apply for home purchase loans, but denial rates across races are consistent. In 2017 Whites and Hispanics 39% and 37% of all home purchase applications, respectively. In contrast, Asian applicants represented 17% and Black applicants represented only 4%. Among all groups, however, denial rates are consistent at around 7%.

The single-family denial rate declined for all income groups except Very Low Income between 2007 and 2017. Very Low Income denials have increased significantly in recent years compared to other groups. As of the most recent data year, Very Low Applicants are more than five times as likely to be denied for a home purchase relative to High Income applicants.

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FAIR HOUSING EDUCATION

Respondents to the community survey indicated that a large percentage were not very familiar with fair housing laws. Over 28% said they were not familiar with fair housing laws and nearly 38% said they were only somewhat familiar.

Impediments

The purpose of fair housing planning and analysis is to foster a careful examination of factors which restrict fair housing choices. A review of the data, research, public outreach and other information collected from a wide range of sources assists in identifying impediments and developing a greater understanding of the conditions that affect fair housing choice for the residents of Merced, and in particular for the City's protected classes and special needs populations. Such data included census data, fair housing complaints, lending and foreclosure, legal statutes, barriers to affordable housing and public input through surveys and forums.

HUD provides a definition of impediments to fair housing choice as:

- Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices, or the availability of housing choices (and)
- Any actions, omissions, or decisions which have this effect.

The impediments to fair housing choice identified as a result of this Analysis of Impediments are summarized below.

Impediment #1 *Lack of knowledge of fair housing laws and fair housing resources among the general public and property owners*

- The general public often does not understand fair housing rights or the fair housing complaint processes;
- Fair housing opportunities are not readily available on the City's website.

Impediment #2 *Disproportionate Housing Problems for Special Needs Populations*

- Accessible and affordable housing choices for persons with disabilities and the elderly are limited;
- Fair housing complaints are most likely to be based on failures by property owners to provide reasonable accommodations to tenants;
- Homelessness is an increasing problem in Merced and people experiencing homelessness are in need of both housing and supportive services.

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Impediment #3 *Economic barriers due to limited supply of adequate and accessible affordable housing*

- High costs, especially for extremely low- and very low- income renters who face significant affordability "gaps;"
- Low vacancy rates leave limited housing options and few that are affordable.

Impediment #4 *Lending access for Black and Very Low Income Households*

- Black households represent over 5% of the population in Merced but just 4% of all home purchase applicants in 2017 indicating a need for greater outreach and information to Black communities with respect to lending opportunities. In contract, White household represent about 27% of the population but 39% of home purchase applications. Asian household represent 11% of the population but 17% of home purchase applications;
- Very Low Income applicants are five times more likely to be denied for home purchase loans than other applicants.

Fair Housing Action Plan

This update to the AI builds upon the previous studies, surveys and public input. It analyzes data and identifies the private and public sector conditions that foster housing discrimination and provides recommended actions to overcome the effects of the fair housing issues identified. Several of these actions address multiple impediments and linkages among them are noted.

It is the goal of the City to undertake actions that can help reduce and eliminate existing housing discrimination and prevent its reemergence in the future, as well as to address other impediments to equal housing opportunity. While the City cannot control systemic issues related to fair housing and fair housing choice challenges, the City can work to coordinate actions that improve fair housing, encourage coordination among disparate public entities, encourage stakeholders to act and report on fair housing issues, analyze existing data sources, report progress on fair housing issues, highlight findings from data analyses, and encourage meaningful action and cooperation at community levels.

Given these constraints, the City will undertake actions each year aimed at addressing fair access to housing and fairness of housing choices for City residents. These may include some of the actions outlined below, or other actions that may be subsequently identified as relevant and potentially effective in combating and eliminating impediments to fair housing choice. Specific activities that may support those actions are itemized as well.

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ACTION #	ACTION	TIMEFRAME
Impediment #1 *Lack of knowledge of fair housing laws and fair housing resources among the general public and property owners*		
1.1	As funding permits, the City or other funded programs will work with other fair housing advocates, including Project Sentinel, to conduct additional fair housing workshops and provide outreach literature in Merced to educate the public about fair housing rights. Efforts will be made to make session available in languages other than English.	Ongoing
1.2	The City will work in conjunction with Project Sentinel to educate apartment owners/manager associations and conduct specific outreach to owners of small rental properties regarding fair housing laws, especially rights to reasonable accommodation.	Ongoing
1.3	The City will continue to direct fair housing complaints to Project Sentinel for Counseling and resolution.	Ongoing
1.4	The City will update its website to include a fair housing page that provides information on fair housing laws, where to file complaints, and how to access resources.	Short Term
1.5	The City will explore ways to conduct outreach to property owners that register for business licenses to ensure they have notice of and access to information on fair housing laws.	Medium Term
Impediment #2 *Disproportionate Housing Problems for Special Needs Populations*		
2.1	(Low Income Seniors and People with Disabilities} The City shall continue to facilitate the construction of affordable rental housing for very-low and low- income seniors.	Ongoing
2.2	(Low Income Large Families} The City shall promote the construction of affordable for-sale and/or rental housing units with three or more bedroom units affordable to very low- and low-income families.	Ongoing
2.3	(Homeless} The City shall support the Continuum of Care (CoC) 10 year plan to End Chronic Homelessness and seek opportunities to add supportive housing units to the developments it funds.	Ongoing
2.4	{People with Disabilities} The City shall continue to facilitate the construction of accessible affordable rental housing. The City will work with Project Sentinel to conduct greater outreach to people with	Ongoing

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	disabilities and to landlords to educate on the rights to reasonable accommodation.	
Impediment #3 *Economic barriers due to limited supply of adequate and accessible affordable housing*		
3.1	The City will continue to explore the development and rehabilitation of affordable housing opportunities with its local non-profit and for profit developers, as well as employers. Local partners include, but are not limited to the following: • Housing Authority of the County of Merced • California Department of Housing and Community Development	Ongoing
3.2	The City will continue to work with local non-profits to provide federal, state and local funding to assist in the development of new housing opportunities in non-minority concentrated areas of Merced. The City will continue to administer successful programs that provide funding and support for affordable housing.	Ongoing
	Impediment #4 *Lending access for Black and Very Low Income Households*	
4.1	The City will work with local lenders, escrow and title companies, and real estate agents to promote tools that reduce the costs of homeownership for very low income households.	Ongoing
4.2	The City will continue to fund homebuyer counseling for low income beneficiaries receiving financing through its programs.	Ongoing
4.3	The City will explore ways to partner with agencies that conduct general financial literacy training and educational workshops on homeownership opportunities to expand these resources to Black communities and Very Low Income Households.	Medium Term
4.4	The City will assess lending patterns using the data collected under the Home Mortgage Disclosure Act (HMDA), the Community Reinvestment Act (CRA) and other data sources.	Monitor the HMDA with each update to the Analysis of Impediments to Fair Housing Choice to identify potential issues with unfair lending practices

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PY 2020 CDBG/HOME Project Funding Applications and Recommendations

CDBG Public Services funds available: 15% of $1,124,056 = $168,608.40

Type	Funding Source	Requested Amount	Recommended Funding	Organization Name	Program Name	Project Description
Public Service (new)	CDBG	$ 22,026	**$ 22,026**	Harvest Time	Upgrade Walk-in Refrigeration and Freezer Units	This organization provides food distribution to the homeless and low-income residents from the church site of Calvary Assembly of God. Their current refrigerator/freezer is 25 years old, expensive to run, and insufficient to their needs. Replacing with a larger, walk-in, energy-efficient unit is essential to the continuation of their program and would allow them to provide addtional food to our recipients and potentially increase the number of beneficiaries of the service.
Public Service (new)	CDBG	$ 38,960	**$ 38,960**	Symple Equazion	Aim High P.O.W.E.R. Academy (AH)	Existing progam provides free shelter to young women aged 18-24 who were either homeless or at risk of homelessness. Org requests CDBG funding to provide 15 residents with life skills training to enable them to be successful after the program, including: personal development, job coaching, computer access, resume writing, interview training, communication skills, and financial literacy skills. Funds are also requested to help offset operational costs of providing the 18-month free shelter and existing program to the residents.
Public Service (new)	CDBG	$ 10,800	**$ 10,800**	Alliance for Community Transformations - Valley Crisis Center Program (VCC)	VCC "Increasing Housing and Financial Stability Project"	Existing program is a shelter for individuals impacted by domestic violence, sexual assault, and human trafficking. Org requests funding to provide first and last month's rent, assistance with classes and related materials or fees in order to gain employment to individuals residing at VCC's emergency shelter. Ten resident individuals will be served through this project: five with rent or other housing costs, and an additional five with provision of financial assistance for costs associated with gaining employment, including classes and materials.
Public Service (continuing)	CDBG	$ 20,000	**$ 20,000**	Merced Rescue Mission	Warming Center	The Merced Rescue Mission requesting funding for costs to operate an overnight warming center for homeless individuals between December 1, 2020, and March 31, 2021, when shelters are full and weather is below 40 degrees and/or raining.
Public Service (continuing)	CDBG	$ 20,000	**$ 20,000**	Sierra Saving Grace Homeless Project	Emergency Assistance Program	Sierra Saving Grace requests funding to provide one-time rental, mortgage, and utility assistance for a maximum of three months to homeless or low-income households at risk of homelessness. Payments will be made to the landlords, mortgage holders, or electric/gas utility company on behalf of the tenant/homeowner. Goal of the program is to prevent homelessness and enable safe, healthy living environments for residents.
Public Service	CDBG	$ -	**$ 4,920**	(NONE)	First-Time Homebuyer Classes	First time home buyer classes. Last year's 2019-20 Annual Action Plan awarded funding to Community Housing Council (Fresno) , but this program was unable to be implemented, and funds were re-allocated to programs to assist the COVID-19 response. As this type of activity is a Council Priority, staff recommends re-funding this activity for the 2020-21 Annual Action Plan to be able to implement when it is safe to hold these classes.
PUBLIC SERVICE:		***$ 111,786***	***$ 116,706***	***TOTAL (remaining of 15% cap = $ 51,902.40)***		

Non-public service funding recommended (CDBG & HOME):						
Type	**Funding Source**	**Requested Amount**	**Recommended Funding**	**Organization Name**	**Program Name**	**Project Description**
Admin	HOME	$ 30,000	**$ 30,000**	Project Sentinel	Project Sentinel Fair Housing	Providing Fair Housing services and outreach to the City. To combat illegal housing discrimination, Project Sentinel provides comprehensive fair housnig services of civil rights enforcement (audits and complaint-based investigations) and community outreach and education. Education and outreach activities inform community members of their fair housing rights and responsibilities. These services are provided throughout the rental and homeownership process and are available to home seekers, in-place residents, and housing providers. Provision of these services will help create and maintain healthy communities and will assist the City of Merced in meeting is obligations to affirmatively further fair housing. Project Sentinel proposes to emphasize education of general housing rights to low-income tenants and housing providers (property owners, managers, property manmagement companies).
Admin	CDBG	$ 38,000	**$ 38,000**	Merced County Human Services Agency	Continuum of Care - Collaborative Applicant	The purpose of the Collaborative Applicant is to act as the legal entity for the Merced City and County Continuum of Care Board and to provide administrative support. This includes completing the annual Grant Inventory Worksheet, CoC Application for funding, annual Homeless Count, HIC/PIT/AHAR reporting, grant monitoring, CoC meetings, ESG Grant Application, 10 Year Plan to End Homelessness, HEARTH Regulation Implantation, Coordinated Entry System, and apply for any new funding available for homeless services.
Housing Rehab (new)	CDBG	$ 45,000	**$ 45,000**	Habitat for Humanity of Merced County	Brush with Kindness	HFH Merced County requests funding for their Brush With Kindness (BWK) program, which assists very low- and low-income residents with necessary improvements that extend the life of their home. HFH Merced County requests material costs to perform 10 to 12 necessary minor home improvement projects during the year of an average cost of $3000 per home. Labor will be provided by the program and the homeowner.
Acquisition (continuing)	CDBG	$ 320,000	**$ 350,000**	Sierra Saving Grace Homeless Project	Supportive Housing*	Acquire a 2- or 3-unit existing residence to repair/rehab, then rent to formerly homeless or at-risk individuals or families with supportive case management provided by Sierra Saving Grace. Benefits of program are 1) market-rate units are converted to supportive housing, which addresses homelessness; and 2) neighborhoods are improved by the rehabilitation of the units; 3) preserves housing, as most units need major repairs. ** Applied for $320,000 - staff recommending more because additional funds are available and due to limited purchase options at the lower price.*
Acquisition (continuing)	CDBG	$ 295,000	**$ 325,000**	Merced Rescue Mission	Hope for Families*	Acquire a 1- or 2- unit existing residence to repair/rehab, then rent to a formerly homeless or at-risk family with children. Case management and coordination of services is provided by the Merced Rescue Mission to ensure family is successful in finding work and permanent long-term housing. ** Applied for $295,000 - staff recommending more because additional funds are available and to provide broader purchase options to the program.*

2020-2024 Consolidated Plan and 2020 First-Year Action Plan
Citizen Participation and Input Process Timeline

Following Council's approval of a professional services contract in October 2019 with TDA Consulting, Inc., community work began on the Consolidated Plan/Annual Plan (CP/AP) process, as follows:

- A series of four focus group meetings were conducted by the consultant and Housing staff on December 9-10, 2019, in the Merced Civic Center's Sam Pipes Room, to gather feedback and guidance from residents and community stakeholders regarding issues that are of most importance to the community. An open letter to the community was published for four days between both the Merced Sun-Star and Merced County Times, and letters were mailed to over 100 area non-profit community service organizations inviting their participation. Spanish interpretation was available at all four focus group meetings.
- An online survey in both English and Spanish, and easily accessed with smartphone QR code technology, was developed to see additional feedback from community members and residents, asking a range of questions from public improvement needs to those regarding the survey-taker's experiences with access to fair housing. Staff attended City Council Town Hall meetings on February 19, 20, and 26, 2020, to distribute flyers with City website and QR code links to the survey, as well as note resident speakers' comments during the meeting. City Councilmembers were provided flyers in English and Spanish to distribute to their district residents. Additionally, emails were sent to Merced City Schools District, Merced Community College, and UC Merced officials, among others, to solicit additional survey responses.
- On February 20, 2020, a Notice of Funding Availability was published in the Merced Sun-Star and Merced County Times, inviting requests for project funding applications and attendance at three public informational meetings held on March 2-3, 2020, in the 3rd Floor Conference Room at City Hall. One meeting was held during evening hours, and Spanish interpretation was available. Housing staff gave a presentation that explained the process and the types of projects that were being sought this funding year. Additional input regarding community needs was solicited at these meetings, and community needs assessment survey flyers were distributed.
- A Public Hearing Notice was published in both the Merced Sun-Star and the Merced County Times on June 4, 2020, notifying interested parties about the public hearing on July 6, 2020, where their participation and input on the draft plans would be welcomed.
- The Draft 2020-2024 Consolidated Plan and First-Year Annual Plan was posted for public viewing and downloading on Wednesday, June 10, 2020, to open the required 30-day public comment period, which closed on Friday, July 10, 2020.
- A Public Hearing was held on July 6, 2020. The City Council accepted comments from the public, and agreed to add an additional public hearing dates by extending the public hearing to July 20, 2020, and August 3, 2020.

- The continued Public Hearing was held on July 20, 2020, and additional public input was accepted from the community.

Next steps:

- Housing staff is currently working with TDA Consulting, Inc. to include public comments received on the plan documents thus far.
- Additional public comments will be accepted at the August 3, 2020, meeting. Approval of the Final Draft of the Consolidated Plan, Analysis of Impediments to Fair Housing Choice, and First-Year Annual Plan and permission by resolution to submit the final plans will be sought.
- Submission to HUD of all plans, resolutions, and certification documents is expected to be made by Friday, August 14, 2020. HUD's normal regulatory deadline for submission of Consolidated Plans is August 15 of each plan cycle.

MERCED SUN-STAR
www.mercedsunstar.com
LOS BANOS ENTERPRISE
www.losbanosenterprise.com
CHOWCHILLA NEWS
www.chowchillanews.com
Livingston Chronicle
Atwater Signal
Vida en el valle

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
336678	0004663277	CITY OF MERCED NOTICE OF PUBLIC HEARIN		$410.10	2	9.48 In

Attention:

CITY OF MERCED HOUSING DIVISION
678 W. 18TH ST,
MERCED, CA 95340

CITY OF MERCED
NOTICE OF PUBLIC HEARING
AND
NOTICE OF 30 DAY REVIEW
AND OPPORTUNITY TO COMMENT

2020-2024 Consolidated Plan/Annual Action Plan
Community Input Solicitation

NOTICE IS HEREBY GIVEN that the City Council of the City of Merced will conduct a 30-day review beginning on June 10, 2020, and ending on July 10, 2020, regarding the development of the proposed Fiscal Year 2020-2024 Consolidated Plan and the Fiscal Year 2020 (First-Year) Annual Action Plan. The purpose of the 30-day review is to provide an opportunity for residents and interested organizations to express their views as the City develops its plans for use and expenditure of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) entitlement grant funds:

Consolidated Plan
The U.S. Department of Housing and Urban Development (HUD) has established three broadly-framed national objectives that guide and capture the range of community impacts that occur as a result of CDBG and HOME program activities: Creating Suitable Living Environments, Providing Decent Housing, and Creating Economic Opportunities. The Consolidated Plan (ConPlan) is a five-year strategic plan developed to determine how these objectives will be met over the next five years within the City of Merced using its CDBG and HOME entitlement grant funds. The 2020-2024 ConPlan strategizes anticipated funding, objectives, and outcome goals for the 2020, 2021, 2022, 2023, and 2024 Program Years. Each Program Year of the ConPlan coincides with the City's fiscal year, which is July 1 through June 30 of each calendar year.

Annual Action Plan
Each year, the City of Merced receives a formula-based allocation of CDBG and HOME entitlement grant funds from HUD. The principal purpose of the Annual Action Plan is to show how these allocations will be expended during the coming year in a way that addresses the needs, priorities, and objectives contained in the City's ConPlan. The 2020 Annual Plan implements the first program year of the 2020-2024 Consolidated Plan and is developed at the same time. The City's 2020 CDBG allocation is expected to be $1,124,056, and the expected 2020 HOME allocation is $542,776.

Analysis of Impediments to Fair Housing Choice
While not subject to HUD's requirement for a 30-day public comment period, the City expects to have the City's Analysis of Impediments to Fair Housing Choice (AI) document ready for public viewing at some point during the ConPlan and Action Plan posting period. The draft AI will be posted at the same location as the ConPlan and Annual Action Plan when ready to view. The AI focuses on actions, omissions, and decisions made because of race, color, religion, sex, disability, familial status, or national origin, which restrict, or have the effect of restricting, housing choices or the availability of housing choices in the City of Merced.

PUBLIC HEARING AND OPPORTUNITY TO COMMENT:
A Public Hearing will be held at the Merced City Council meeting of July 6, 2020, at which the draft Consolidated Plan, Annual Action Plan, and Analysis of Impediments to Fair Housing draft documents will be presented. Public comment will be accepted via normal City Council citizen participation procedures. For instructions, please visit: www.cityofmerced.org/departments/city-clerk/council-meetings.

Following this Public Hearing, all plans and documents will then be finalized and presented for final review and approval at the August 3, 2020, City Council meeting.

Accessibility
In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this process, please contact the City Clerk's Office at (209) 388-8650. Notification at least 48 hours prior to when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility or service. Hmong and Spanish language translation will be available at the meeting. Please allow at least 48 hours in advance for translation of any written comments submitted for the Public Hearing.

PUBLIC REVIEW AND COMMENT:
Copies of the proposed 2020-2024 Consolidated Plan and 2020 Annual Action Plan will available for review at the following locations from June 10 to July 10, 2020:

Declaration of Publication
2015.5 C.C.P.

STATE OF CALIFORNIA)
) ss.
County of Merced)

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Merced Sun-Star, a newspaper of general circulation, printed and published in the city of Merced, County of Merced, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Merced, State of California, under the date of July 14, 1964 Case Number 33224 that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

June 04, 2020

V Rodela
Legal Clerk

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Dallas, Texas on:

Date: 22nd, day of July, 2020

Notary Signature

NOTARY PUBLIC STATE OF TEXAS
AMANDA DAWN GRISHAM
My Notary ID # 132031326
Expires May 30, 2023

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

City of Merced
Housing Division
2nd Floor Civic Center/City Hall
678 W. 18th Street
Merced, CA

Housing Division
Website:
www.cityofmerced.org/departments/
economic-development/housing-division

Due to restrictions to reduce the spread of the COVID-19 Coronavirus, no other physical viewing locations are available at this time. If public building restrictions are lifted, copies may be available at other locations if safe to do so. Updates will be posted on the City's website.

Due to the pandemic and in and effort to reduce the spread of COVID-19, comment submissions by email are strongly encouraged and preferred. Aside from the Public Hearing citizen participation methods linked above, you may email additional comments to: housing@cityofmerced.org. Written comments may also be mailed and/or submitted in person to: Attn: Consolidated Plan, City of Merced Housing Division, Merced Civic Center (2nd Floor), 678 W. 18th Street, Merced CA 95340. Comments must be received by 5:00 p.m. on July 10, 2020.

PROOF OF PUBLICATION

(2015.5 C.C.P)

Proof of Publication of

STATE OF CALIFORNIA)
)ss.
)
COUNTY OF MERCED

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the printer foreman or principal clerk of The Merced County Times, a newspaper of general circulation, printed and published in the City of Merced, County of Merced, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Merced, State of California, under the date of December 14, 1999, Case Number 143600; that the notice, of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

LEGAL#7578

NOTICE OF PUBLIC HEARING AND NOTICE OF 30 DAY REVIEW AND OPPORTUNITY TO COMMENT

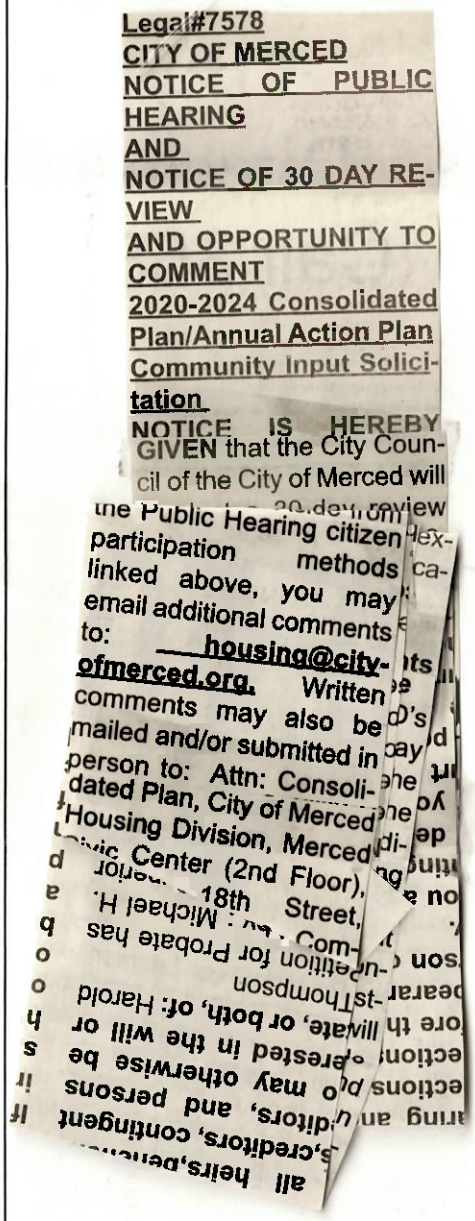
Publication Date: 06-04-2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated this :04th of June ,2020

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Copy of notice here



Legal#7578
CITY OF MERCED
NOTICE OF PUBLIC HEARING
AND
NOTICE OF 30 DAY REVIEW
AND OPPORTUNITY TO COMMENT
2020-2024 Consolidated Plan/Annual Action Plan
Community Input Solicitation
NOTICE IS HEREBY GIVEN that the City Council of the City of Merced will
the Public Hearing citizen participation methods linked above, you may email additional comments to: housing@cityofmerced.org. Written comments may also be mailed and/or submitted in person to: Attn: Consolidated Plan, City of Merced Housing Division, Merced Center (2nd Floor), 18th Street,

MERCED SUN-STAR www.mercedsunstar.com
LOS BANOS ENTERPRISE www.losbanosenterprise.com
CHOWCHILLA NEWS www.chowchillanews.com
Livingston Chronicle
Atwater Signal
Vida en el valle

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
336678	0004570599	PUBLIC NOTICE NOTICE OF FUNDING AVAILA	Public Notice	$185.66	2	3.88 In

Attention: Kim Nutt

CITY OF MERCED HOUSING DIVISION
678 W. 18TH ST,
MERCED, CA 95340

PUBLIC NOTICE

NOTICE OF FUNDING AVAILABILITY AND REQUESTS FOR PROGRAM & PROJECT APPLICATION SUBMITTALS CITY OF MERCED HOUSING PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) and HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDING PROCESS FOR FISCAL YEAR 2020/21

Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) Funds will soon be made available by the U.S. Department of Housing and Urban Development (HUD) to the City of Merced for the period July 1, 2020 through June 30, 2021. Of those funds, the Merced City Council may choose to re-allocate a maximum of 15% of its CDBG allocation to eligible Public Service activities (services must adhere to CDBG guidelines CFR #570.201.e). A minimum of 15% of the City's HOME allocation must be designated to a Community Housing Development Organizations (CHDO) (services must adhere to CHDO guidelines CFR #90.301). Of the CDBG administrative funds, the Housing Division will be requesting applications from non-profit organizations that have capacity to provide Fair Housing and Continuum of Care Services within the community. According to CDBG and HOME regulations these are activities typically, although not exclusively, undertaken by community organizations. An information guide can be obtained from the City of Merced Housing Program at 678 W. 18th Street, Merced, CA, 95340 for those interested in applying for these funds. The application deadline is March 9, 2020. Three public meetings will be held over two days: March 2 (10:00 a.m.) and March 3, 2020 (2:00 p.m. and 5:30 p.m.) at Merced City Hall, 678 W. 18th Street, Merced, in the 3rd Floor Conference Room. A Public Hearing will be held before the Merced City Council at 6:00 P.M. on Monday, May 4, 2020, to adopt the City of Merced 2020-2024 Five-Year Consolidated Plan and the 2020 Annual Action Plan that will contain specific recommendations for allocation expenditures during Fiscal Year 2020/2021. For additional information please call 385-6863 (voice), or send E-mail to: nuttk@cityofmerced.org

Attention: City Clerk

Publish: February 20, 2020

CITY CLERK
CITY OF MERCED

/s/ Kim Nutt
Kim Nutt, Housing
Program Specialist

Declaration of Publication
2015.5 C.C.P.

STATE OF CALIFORNIA)
) ss.
County of Merced)

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Merced Sun-Star, a newspaper of general circulation, printed and published in the city of Merced, County of Merced, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Merced, State of California, under the date of July 14, 1964 Case Number 33224 that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

February 20, 2020

V Rodela
Legal Clerk

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Dallas, Texas on

Date: 20th, day of February, 2020

Notary Signature

LIZBETH AILEEN CORDERO
My Notary ID # 131868068
Expires January 25, 2023

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

PROOF OF PUBLICATION

(2015.5 C.C.P)

Proof of Publication of

STATE OF CALIFORNIA)

)ss.

)

COUNTY OF MERCED

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the printer foreman or principal clerk of The Merced County Times, a newspaper of general circulation, printed and published in the City of Merced, County of Merced, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Merced, State of California, under the date of December 14, 1999, Case Number 143600; that the notice, of which the aSnnexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

PUBLIC NOTICE

Publication Date: 02-20-2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated this :21st , of February,2020

This space is for the County Clerk's Filing Stamp

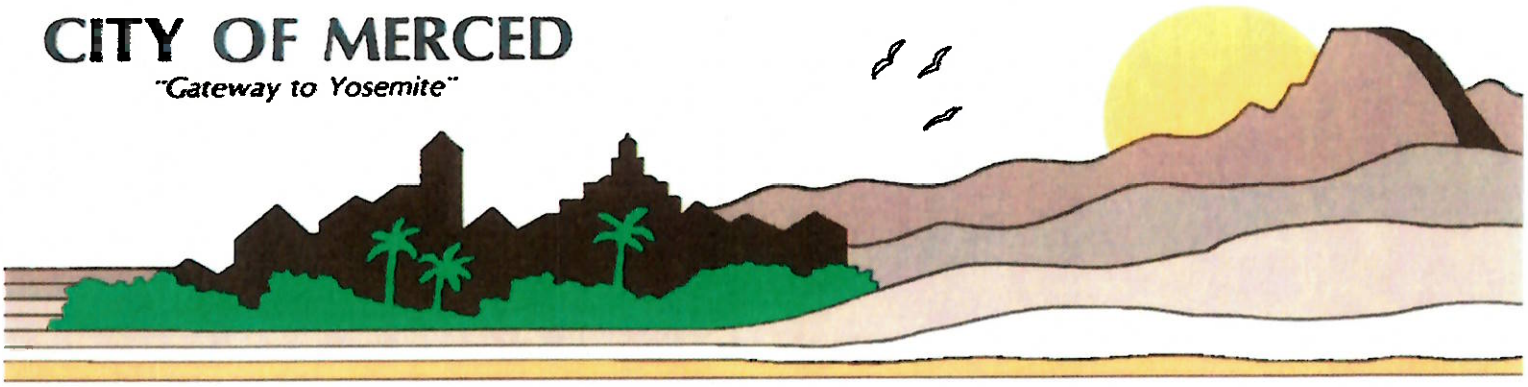
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PUBLIC NOTICE
NOTICE OF FUNDING AVAILABILITY AND REQUESTS FOR PROGRAM & PROJECT APPLICATION SUBMITTALS
CITY OF MERCED HOUSING PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) and HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) FUNDING PROCESS FOR FISCAL YEAR 2020/21

Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) Funds will soon be made available by the U.S. Department of Housing and Urban Development (HUD) to the City of Merced for the period July 1, 2020 through June 30, 2021. Of those funds, the Merced City Council may choose to re-allocate a maximum of 15% of its CDBG allocation to eligible Public Service activities (services must adhere to CDBG guidelines CFR #570.201.e). A minimum of 15% of the City's HOME allocation must be designated to a Community Housing Development Organizations (CHDO) (services must adhere to CHDO guidelines CFR #90.301). Of the CDBG ...ative funds, the ...re-

CITY OF MERCED

"Gateway to Yosemite"



February 18, 2020

Dear Community Organization:

The City of Merced Housing Division is pleased to announce that it is currently accepting applications for Community Development Block Grant (CDBG), Fair Housing Services, and Community Housing Development Organization (CHDO) funding requests. The City will be holding informational meetings per the following dates and times:

Date	Time	Location
Monday, March 2, 2020	10:00 a.m.	3rd Floor Conference Room * Merced City Hall/Civic Center 678 W. 18th Street, Merced *Note: take elevator to third floor, or use stairwell next to elevator*
Tuesday, March 3, 2020	2:00 p.m.	
	5:30 p.m.	

* For special accommodations, arrangement for interpretation services, or more information, please call the City's Housing Program at (209) 385-6863.

The meetings will provide information regarding CDBG public service funding opportunities for local non-profit community organization programs. The U.S. Department of Housing and Urban Development (HUD) allows the City of Merced to allocate *up to* 15% of its CDBG funds towards public service grants. While we do not yet know what our HUD allocation will be, nor the percentage our City Council will choose to fund this year, we want to extend the invitation to you to apply.

Concurrent to these meetings, we are also working with an outside consultant for compilation of community needs assessment data and drafting of our 2020-'24 Five-Year Consolidated Plan, 2020 First-Year Annual Action Plan, Analysis of Impediments to Fair Housing, and updates to our Citizen Participation Plan. The community needs assessment data being collected will be used towards prioritizing which public service programs will be funded in order to address those needs.

The City Council will hold a final public hearing for review and adoption of the 2020-2024 Five Year Consolidated Plan and First-Year/2020 Annual Action Plan on May 4, 2020, at 6:00 PM in the Merced City Hall Council Chambers at 678 West 18th Street. Tentatively, there may also be a meeting on April 20, 2020, for the Council to preview the draft plans and to allow for more public comment to be placed into the final versions. All meetings will be posted on our website and publicly noticed in the Merced County Times and the Merced Sun-Star. Our website will be kept current as to all steps of the process.

Interested parties should visit our website at: *www.CityofMerced.org/Departments* (then navigate to "Housing Division") to download the application packet. Paper application packets are also available at the Housing Division, located on the second floor of City Hall, 678 West 18th Street, Merced. Applications must be received by the Housing Division no later than 5:00 p.m. on **March 9, 2020.** Due to the strict timelines in coordination with the concurrent work discussed above, no applications submitted after this date will be considered.

If you have questions or would like to schedule a meeting to discuss your proposal, please contact the Housing Division at 209-385-6863 or nuttk@cityofmerced.org.

Respectfully,

Kim Nutt
Housing Program Specialist
City of Merced Housing Division

PROOF OF PUBLICATION

(2015.5 C.C.P)

Proof of Publication of

STATE OF CALIFORNIA)
)ss.
)

COUNTY OF MERCED

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I am a citizen of the United States a
the county aforesaid; I am over the
years, and not a party to or interes
entitled matter. I am the printer for
clerk of The Merced County Times,
general circulation, printed and
City of Merced, County of Merced,
paper has been adjudged a news
circulation by the Superior Court
Merced, State of California, under
cember 14, 1999, Case Number
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been published in each regular an
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on the following dates, to-wit:

PUBLIC NOTICE FOR MER
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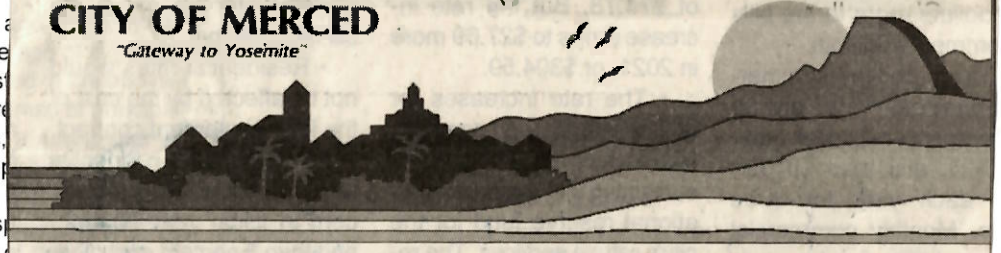
Publication Date: 12-05-201

I certify (or declare) under penalty
foregoing is true and correct.

Dated this :9th of December,
2019

Proof of Publication - Merced Cou
Adjudged a news

CITY OF MERCED
"Gateway to Yosemite"



Dear Residents and Community Partners:

As a recipient of federal funds awarded by the U.S. Department of Housing and Urban Development (HUD), the City of Merced is required to certify that it will affirmatively further fair housing. It is also required to develop a five-year comprehensive plan for housing and community development to determine the types of projects that should be financed in the future with federal housing and community development funds. Part of the work related to these efforts is to facilitate a robust community engagement process. The purpose of this is to receive public feedback on the issues that may affect Merced residents in accessing housing that is free of barriers and to gain insight on community priorities around housing and community development.

In completing this outreach effort, the City of Merced is working with TDA Consulting. Staff from TDA will be conducting a series of focus groups next week to gather input from residents and stake-holders on the issues that are of most important to the community.

There will be a total of four specific focus groups, scheduled as follows:

Resident Focus Group: Monday, December 9th, 6:00-7:30pm
Housing Focus Group: Tuesday, December 10th, 10:00-11:30am
Economic Development Focus Group: Tuesday, December 10th, 1:30-3:00pm
Social Services Focus Group: Tuesday, December 10th, 3:30-5:00pm

All focus group meetings will be held in the Sam Pipes Room, 1st Floor City Hall, 678 W. 18th Street, in Merced. Spanish-speaking interpretation will be available.

It is our priority to gather input from a diverse set of community to

MERCED SUN-STAR www.mercedsunstar.com
LOS BANOS ENTERPRISE www.losbanosenterprise.com
CHOWCHILLA NEWS www.chowchillanews.com
Livingston Chronicle
Atwater Signal
Vida en el valle

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
336678	0004483424			$1,648.38	3	10.00 In

Attention: Kim Nutt

CITY OF MERCED HOUSING DIVISION
678 W. 18TH ST,
MERCED, CA 95340

Declaration of Publication
2015.5 C.C.P.

STATE OF CALIFORNIA)
) ss.
County of Merced)

I am a citizen of the United States, I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Merced Sun-Star, a newspaper of general circulation, printed and published in the city of Merced, County of Merced, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Merced, State of California, under the date of July 14, 1964 Case Number 33224 that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

December 06, 2019, December 08, 2019, December 09, 2019

V Rodela
Legal Clerk

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Dallas, Texas on:

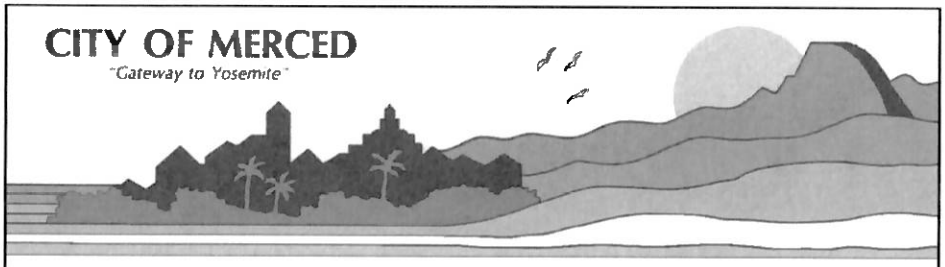
Date: 8th, day of January, 2020

Notary Signature

NOTARY PUBLIC STATE OF TEXAS
LIZBETH AILEEN CORDERO
My Notary ID # 131868068
Expires January 25, 2023

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

CITY OF MERCED
"Gateway to Yosemite"



Open Letter and Public Invitation to City of Merced Residents and Stakeholders to Assist the City of Merced in Focus Group Conversations about Community Priorities

Dear Residents and Community Partners:

As a recipient of federal funds awarded by the U.S. Department of Housing and Urban Development (HUD), the City of Merced is required to certify that it will affirmatively further fair housing. It is also required to develop a five-year comprehensive plan for housing and community development to determine the types of projects that should be financed in the future with federal housing and community development funds. Part of the work related to these efforts is to facilitate a robust community engagement process. The purpose of this is to receive public feedback on the issues that may affect Merced residents in accessing housing that is free of barriers and to gain insight on community priorities around housing and community development.

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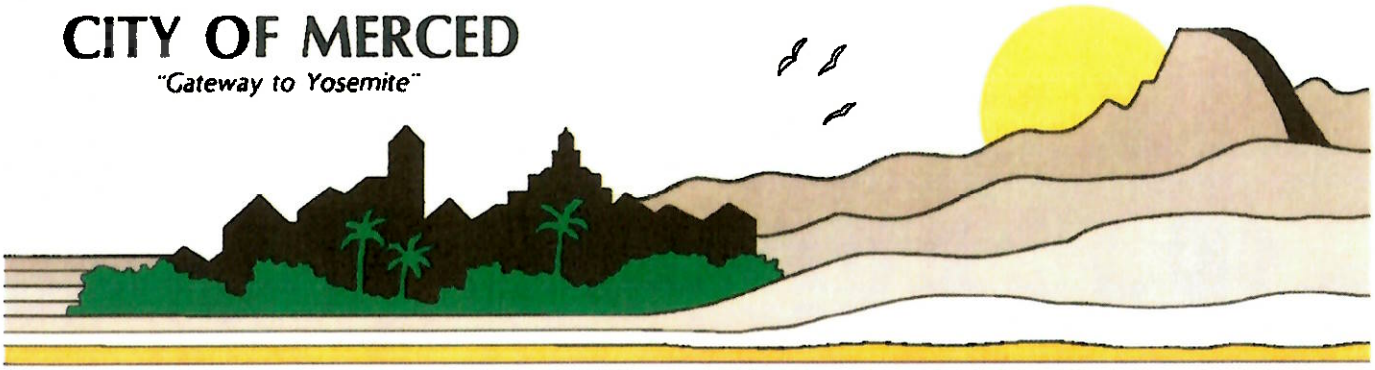
It is our priority to gather input from a diverse set of community to better inform our policies. Thank you in advance for your consideration of this request.

Best regards,

Scott McBride
Director of Development Services
City of Merced Housing Division
Development Services Department

CITY OF MERCED

"Gateway to Yosemite"



City of Merced Housing Division

Telephone (209) 385-6863 Fax (209) 388-8987

December 3, 2019

Dear Community Partner:

As a recipient of federal funds awarded by the U.S. Department of Housing and Urban Development (HUD), the City of Merced is required to certify that it will affirmatively further fair housing. It is also required to develop a five-year comprehensive plan for housing and community development to determine the types of projects that should be financed in the future with federal housing and community development funds. Part of the work related to these efforts is to facilitate a robust community engagement process. The purpose of this is to receive public feedback on the issues that may affect Merced residents in accessing housing that is free of barriers and to gain insight on community priorities around housing and community development.

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It is our priority to gather input from a diverse set of community to better inform our policies. Thank you in advance for your consideration of this request.

Best regards,

Scott McBride
Director of Development Services
City of Merced Housing Division
Development Services Department

YOUR OPINION MATTERS!

YOUTH | TEENS | FAMILIES | ADULTS | SENIORS | BUSINESSES

Please take 5 minutes to **help your community by completing our short survey.** Access the survey in English or Spanish **online at the below links**, or by **scanning the QR Code at the bottom of this flyer.**

English: www.surveymonkey.com/r/MercedEnglish

Spanish: www.surveymonkey.com/r/MercedSpanish

WHY IS THIS IMPORTANT?

The City of Merced is required to develop a 5-year comprehensive plan for the use of Federal Funds awarded by the U.S. Department of Housing and Urban Development, or HUD. The City is also required to certify that it will promote the availability of fair housing for all residents living in the City. Part of this work is to ask our Citizens – that's YOU! – for help in determining what issues may be affecting our residents with housing and community economic development.

While receiving feedback from organizations working in the community is important, getting input directly from our residents is critical.

SHARE! SHARE! SHARE!

We ask that you please take the survey yourself, then send these survey links to your colleagues, neighbors, and other community residents. The survey can be completed online with any device – computer, tablet, or phone. There is a handy QR Code to make it even easier!

WE RESPECT YOUR PRIVACY

Your responses will not be individually tracked, and your personal information is not requested.

FOR MORE INFORMATION

If you need more information about this process or about the survey, please contact Kim Nutt, Housing Program Specialist, at 209-388-8988, or by emailing nuttk@cityofmerced.org

USE YOUR PHONE TO SCAN CODE:



ENGLISH OR **SPANISH**

¡SU OPINION IMPORTA!

NIÑOS | JÓVENES | FAMILIAS | ADULTOS | MAYORES DE EDAD | NEGOCIOS

Por favor tome 5 minutos para **ayudar a su comunidad por medio de su participación en esta encuesta corta**. La encuesta se puede accessar en Ingles o en Español **haciendo clik en los enlaces indicados** o por medio de **digitalizar los "código de QR" al fin de ésta página.**

English: www.surveymonkey.com/r/MercedEnglish

Spanish: www.surveymonkey.com/r/MercedSpanish

¿ POR QUÉ ES IMPORTANTE?

La cuidad de Merced tiene que desarrollar un plan comprensivo de 5 años para uso de fondos Federales otorgados por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos, (HUD- por sus siglas en ingles). La cuidad tambien tiene que certificar que va a promover la disponibilidad de la vivienda equitativa para todos los residents viviendo en la cuidad. Parte de éste trabajo es pedirles a nuestros consituyentes – son ¡USTEDES! – para ayuda para determinar cuales temas afectan nuestros constituyentes cuando se trate de vivienda y el desarrollo de la comunidad.

Mientras recibir reacciones de organizaciónes comunitarias es importante, recibir reacciones directamente de nuestros residentes es crítico.

¡COMPARTA! ¡COMPARTA! ¡COMPARTA!

Les pedimos que responda a la encuesta por si mismo, y después mande los enlaces a colegas, vecinos, y otros residentes comunitarios. La encuesta se puede completar por medio del internet usando cualquier aparato – computadora, IPAD, o telefono. ¡El "código de QR" hace participación en la encuesta más fácil!

REESPETAMOS SU PRIVACIDAD

Sus respuestas no serán rastreadas, e información personal no será solicitada.

MÁS INFORMACIÓN

Si necesita más información sobre éste proceso o sobre la encuesta, por favor contacte a Kim Nutt, Especialista de Programa de Vivienda, en 209-388-8988, o via email nuttk@cityofmerced.org

USE SU TELEFONO PARA RASTREAR:



ENGLISH OR **SPANISH**

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, APPROVING THE FIVE-YEAR CONSOLIDATED PLAN, ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE, AND 2020-2021 HUD FIRST-YEAR ANNUAL ACTION PLAN, CERTIFYING COMPLIANCE WITH THE REQUIREMENTS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM, AND AUTHORIZING STAFF TO SUBMIT ALL APPROVED DOCUMENTS AND CERTIFICATIONS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has determined that the City of Merced is estimated to receive $1,124,056 under the Community Development Block Grant (CDBG) and $542,776 under the Home Investment Partnership (HOME) program year 2020-2021 of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Merced held a public hearing on July 6, 2020, and public meeting on August 3, 2020; to consider public comments and proposals regarding the Five-Year Consolidated Action Plan, Analysis of Impediments to Fair Housing Choice, and 2020-2021 HUD First-Year Annual Action Plan; and

WHEREAS, during said meetings information was provided about HUD's National Goals and Objectives, the City of Merced's proposed Five-Year Consolidated Plan, Analysis of Impediments and First-Year Annual Plan, and a discussion was held regarding eligible uses of CDBG and HOME funds in the City of Merced; and

WHEREAS, the City of Merced has provided citizens with an opportunity to review and comment on concerns involving the amount of funds available for proposed housing and community development, the range of activities and program requirements, and provided citizens with adequate opportunity to participate in development of the Five-year Consolidated Plan and 2020-2021 HUD First-Year Annual Action Plan, including any submissions, revisions,

changes or amendments thereto for a 30-day period commencing on June 10, 2020 and ending on July 10, 2020.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The City Council of the City of Merced hereby approves the City of Merced's Five-Year Consolidated Plan, Analysis of Impediments to Fair Housing Choice, and 2020-2021 HUD First-Year Annual Action Plan. The City Manager is hereby authorized to execute all documents related thereto, and staff is authorized to submit all documents to the United States Department of Housing and Urban Development.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2020, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

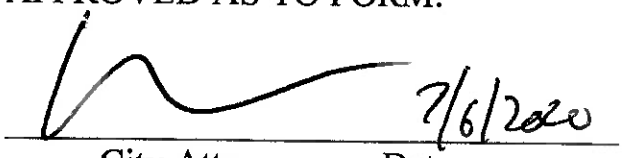
_____
Mayor

ATTEST:
STEVEN S. CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:



City Attorney Date

Public Hearing
2020- 2024 Five-Year Consolidated Plan, Analysis of Impediments to Fair Housing Choice,
& 2020 First-Year Annual Action Plan

- Department of Housing and Urban Development
- Merced City Housing Division

Previous Actions

- *October 2019* – TDA Consulting, Inc. – Consultant
- *December 2019* – Four Focus Group workshops to gather the community's input
- *February thru March 2020* – Community Needs Assessment Survey
- *March 2020* – Three info/technical assistance meetings re: funding & priority needs
- *March 2020* – CDBG/HOME Funding Request Applications
- *June 10, 2020* – Draft ConPlan & First-Year Annual Plan posted
- *June 10 – July 10, 2020* – 30-day Public Comment Period
- *July 6 and July 20, 2020* – Public Hearings

Purpose of Tonight

- Receive additional public comment

- Staff recommend re-engaging with stakeholders
- Partner with Leadership Council and Board of Realtors

Analysis of Impediments to Fair Housing Choice (AI):

- Purpose: to examine how laws, regulations, policies, procedures, and practices have affected the location, availability, and accessibility of housing in a given area.
- Viewed as the current state of fair housing choice.
- Identifies specific barriers, or impediments, that need to be addressed in the community.
- At this time, not subject to a HUD 30-day public comment period.

Funds for Activities (FY 2020-2021)

Source	Amount
CDBG (HUD Allocation)	$ 1,124,056
HOME (HUD Allocation)	$ 542,776
Program Income (CDBG & HOME)	$ 304,600
Carryover Funds	$ 59,101
TOTAL:	**$ 2,030,533**

Public Service Application Summary

Organization	Activity	Requested Amount	HUD Eligible Activity
Harvest Time	Upgrade walk-in refrigeration and freezer units for food distribution	$ 22,026	Food bank (operating costs)
Symple Equazion	Aim High POWER Academy	$ 38,960	Employment training (formerly homeless young women)
Alliance for Community Transformations - Valley Crisis Center	Increasing Housing and Financial Stability Project	$ 10,800	Employment Training (victims of domestic violence/human trafficking)
Merced County Rescue Mission	Warming Center	$ 20,000	Homeless Program (overnight shelter)
Sierra Saving Grace Homeless Project	Emergency Assistance Program	$ 20,000	Rental and Utility Subsistence Payments

Other Funding Applications

Organization	Activity	Requested Amount	HUD-Eligible Activity
Habitat for Humanity, Merced County	Brush With Kindness	$ 45,000	Rehabilitation: Single-Unit Residential
Sierra Saving Grace Homeless Project	Supportive Housing	$ 320,000	Rehabilitation: Acquisition
Merced Rescue Mission	Hope for Families	$ 295,000	Rehabilitation: Acquisition
Merced County Human Services Agency	Continuum of Care – Collaborative Applicant	$ 38,000	Administration (City/County Continuum of Care Program)
Project Sentinel, Inc.	Fair Housing Services	$30,000	Administration (City's Fair Housing Services)

Thank You!



City of Merced Housing Department

ADMINISTRATIVE REPORT

Agenda Item J.2. Meeting Date: 8/3/2020

Report Prepared by: Scott McBride, Director of Development Services, Housing Division/Department of Development Services

SUBJECT: Continued Public Hearing to Allow Interested Persons to be Heard on Proposed Submittal of an Application to the United States Department of Housing and Urban Development (HUD) for Financing Through the Section 108 Loan Guarantee Program for the Childs Court Apartments - Childs and B Street Transit Oriented Development (TOD) Affordable Housing Project

REPORT IN BRIEF

Continued Public Hearing to allow interested persons to be heard prior on the proposed application to the United States Department of Housing and Urban Development (HUD) for financing through the Section 108 Loan Guarantee Program for the Childs Court Apartments - Childs and B Street Affordable Housing Transit Oriented Development (TOD) Project.

RECOMMENDATION

City Council - Adopt a motion:

A. Recommending that the City Council conduct the Public Hearing, receive any testimony given; and,

B. Close the Public Hearing.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, with modifications; or,
3. Deny the request completely; or,
4. Refer to staff for reconsideration of specific items as requested by Council; or,
5. Continue to a future City Council meeting (date and time to be specified in the motion).

AUTHORITY

Municipal Code Section 200; Code of Federal Regulations, Title 24, Part 570 - Community Development Block Grants, Subpart M - Loan Guarantees.

CITY COUNCIL PRIORITIES

The Childs Court Apartments - Childs and B Street Affordable Housing Transit Oriented Development

(TOD) Project has been included in the City's HUD Annual Action Plan and Consolidated Plan (Con Plan). Funding has also been included in adopted budgets. The Council has also pledged commitments of support and approval in various ways including;

- Issuance of a Request for Proposals (RFP) to solicit qualified developers for the Childs and B St. site in March 2017
- Awarding approval of the RFP to the Richman Group and Central Valley Coalition for Affordable Housing in May 2017
- Execution of a Ground Lease and Option to Purchase with Merced County for 1137 B Street, site location with Merced County in 2018
- Execution of an Exclusive Negotiating Agreement with the project developer in October 2018
- First Amendment to the Exclusive Negotiating Agreement in January 2019
- Approval of an Enforceable Funding Commitment Agreement in February 2019 outlining the City's commitment of $6,580,000 in funds from various funds and sources
- Adoption of City Council Resolution 2019-06 in February 2019 authorizing the application to the State of California Affordable Housing Sustainable Communities program for funding support
- Approval of City Council Resolution 2019-82 in December 2019 authorizing the application and issuance of bonds under the California Statewide Community Development Authority for project financing
- Acceptance of Monetary Donation from the Central Valley Opportunity Fund (CVOF) in May 2020 in the amount of $1,080,000 for land acquisition costs

DISCUSSION

The City Council previously held a Public Hearing on July 6, 2020, regarding the proposed HUD 108 Application. The hearing was continued to July 20, 2020. At that meeting the City Council was advised that the project developer is seeking an increase in the amount of the application. The prior amount of funding being sought under the HUD 108 program was $1,706,329. This was the figure of the overall cost to issue the debt and other fees; the project amount would have been $1,685,000. The original estimated commitment for Community Development Block Grant (CDBG) funding for the project was set at $2.0 million. These were the combined amounts under the programs in the executed Enforceable Commitment Agreement approved by the City Council. These funds were reflected in the prior approved Annual Action Plan and submitted to HUD. Given the uncertainty of the availability of labor, materials, and equipment as a result of COVID-19, the development team is receiving bids in excess of the estimated cost. The Developer is now seeking to maximize all funding available while also working to negotiate costs and terms. A letter from the development team was provided to the Council at the July 20th meeting and is included in this report as Attachment 1.

At the July 20th City Council Meeting, staff advised that research would be necessary to determine if the published notices and hearings for the amount of $1,706,329 would allow action for the new higher amount of $2,000,000. It has been determined that the best course of action is to publish new notices with an updated Draft HUD 108 Application demonstrating the increased dollar amount and any other changes.

This process will require a thirty-day notice with a new comment period. During that thirty-day period

the City Council must conduct at least one Public Hearing prior to final action by the City Council. The final action by the City Council would be adopting a Resolution authorizing the application be submitted to HUD. The dates would include the following;

- Publication of Notice - July 30, 2020
- Comment Period - July 31, 2020, through August 31, 2020
- Public Hearing - August 17, 2020
- Consideration of Resolution for Application Submittal - September 8, 2020

IMPACT ON CITY RESOURCES

None.

ATTACHMENTS

1. Developer Letter July 17, 2020
2. Developer Letter July 20, 2020

July 17, 2020

Steven Carrigan
City Manager
City of Merced
678 West 18th Street
Merced, CA 95340

Re: Childs & B Update
Request additional Section 108 funds

Dear Mr. Carrigan,

On behalf of the partnership between The Richman Group and Central Valley Coalition for Affordable Housing (CVCAH), let me reaffirm our excitement regarding the Child's & B TOD Affordable Housing Project and our commitment to designing, permitting and closing of the financing – we are nearly there!

After nearly 3 years of predevelopment work and applications for housing and infrastructure subsidies our partnership with the City of Merced has yielded project subsidies of nearly $17.5M to match the City of Merced's commitment of $5.5M. This is in addition to $22M in tax credit equity and $3M of permanent debt. In total, the project costs and community benefits now total nearly $50M!

Now that we are inside of 2 months to close on the construction financing project activity is ramping up. Of note, we have been working with a local contractor throughout our design process for estimating and input on constructability. After many months, we have now received feedback from the subcontracting marketplace from our bid documents. The initial estimates are higher than expected.

While this feedback is fairly typical at this stage and we expect to engage with our contractor and find ways to reduce costs, we must also acknowledge it has been tough to hold our estimates during the 3 years of predevelopment. For this reason, when we published the Section 108 loan we had included some contingency (approximately $300,000). We are requesting that this contingency now be applied to the project. Together with projected additional tax credit equity proceeds, more permanent loan, and a request of CA Housing & Community Development to decrease a key capital reserve we can ensure feasibility.

We deeply value our partnership with the City of Merced and appreciate your consideration.

Sincerely,

Rick Westberg
The Richman Group of California

July 20, 2020

Steven Carrigan
City Manager
City of Merced
678 West 18th Street
Merced, CA 95340

Re: Childs & B Update
Request additional Section 108 funds

Dear Mr. Carrigan,

On behalf of the partnership between The Richman Group and Central Valley Coalition for Affordable Housing (CVCAH), let me reaffirm our excitement regarding the Child's & B TOD Affordable Housing Project and our commitment to designing, permitting and closing of the financing – we are nearly there!

On Friday, July 17th I shared a summary project update and request for contingency funding. I would like to take this opportunity to share more detail about the project. Its starts with our schedule over the last few years:

Summary Schedule

- City of Merced RFP Award — May'17
- County-City Purchase Agreement — Jun'18
- City of Merced Exclusive Negotiation Agreement Approval — Oct'18
- Central California Alliance for Health Planning Grant Award — Nov'18
- Project Entitlements — Jan'19
- City of Merced Land Option Agreement & Enforceable Funding Commitment — Feb'19
- AHSC Application — Feb'19
- Central California Alliance for Health Implementation Grant Award — May'19
- AHSC Award — Jun'19
- Apartment Plans (90% Construction Documents) — May'20
- County-City Land Purchase — Jul'20
- Construction Documents (bids back from Subcontractors) — Jul'20
- Projected City Disposition & Development Agreement — Aug'20
- Projected Construction Loan Closing — Sep'20
- Absolute Deadline for Tax Credit & Bond Financing Closing — Oct'20

The project partnership hired a local contractor in 2019 to work side-by-side throughout the design process for estimating and input on constructability. The project partnership submitted for building permits in late 2019 and by May 2020 we reached nearly 90% construction documents – a milestone which allowed the contractor to "go to out for bid" with subcontractors. As of last week, our contractor received feedback from the subcontracting marketplace from our bid documents.

The Childs & B project is unique in some ways that it contains prevailing wages. These wages add additional cost to the project, but in theory can often be somewhat simpler for estimation purposes (they vary slightly less and can be more prescribed than open market pricing). However, the disruptions from Covid-19 are wide reaching. Whereas, contractors have been expecting overall construction pricing to remain steady or even retreat given market uncertainties, procurement of equipment and materials and scheduling of labor has been heavily impacted.

Products that are impacted by present or possible future Asian supply chains include: appliances, plumbing fixtures and rough material, electrical fixtures and rough material, heating and ventilating equipment components, window products, drywall, cabinets and countertops. All of these items have become harder to procure and have increased in cost.

Also, labor scopes have been impacted by Covid-19 regulations, including manpower reductions leading to extended durations and "commitment risk" for scheduling causing increases in concrete, framing, drywall, stucco, window installation, plumbing installation, roofing, and electrical fixtures. Subcontractors are facing unsure labor pool availability and are facing domestic shortages presently in the supply stream and are wagering on conditions over the next 16 months – most erring on the side of conservatism.

We are in unprecedented times. Please note, we are not asking the City to bare the brunt of these cost impacts. In fact, we are working with our bankers to increase sources for permanent debt, with our equity providers to increase the amount of tax credit equity and with the State of California to reduce a key capital reserve. Together, these budget modifications in tandem with the City's in kind contribution will ensure the successful closing and construction for the Childs & B project.

We deeply value our partnership with the City of Merced and appreciate your consideration.

Sincerely,

Rick Westberg
The Richman Group of California

ADMINISTRATIVE REPORT

Agenda Item J.3. Meeting Date: 8/3/2020

Report Prepared by: Julie Nelson, Associate Planner, Development Services Department

SUBJECT: Public Hearing - Vacation No. 20-02 for the Adoption of a Resolution Ordering the Vacation of a 25-Foot-Wide Access Easement in Foothill Drive (Extended), a 25-Foot-Wide Temporary Access Easement Along the East Side of G Street at Foothill Drive (Extended), and a 15-Foot-Wide Road Right-of-Way Consisting of 1,432 Square Feet, Located Approximately 1,100 Feet East of G Street, North of Merrill Place (Extended) (Vacation #20-02)

REPORT IN BRIEF

Considers approving a Resolution to order the vacation of a 25-foot-wide access easement in Foothill Drive (extended), a 25-foot-wide temporary access easement along the east side of G Street at Foothill Drive (extended), and a 15-foot road right-of-way consisting of approximately 1,432 square feet located approximately 1,100 feet east of G Street, north of Merrill Place (extended).

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2020-51,** a Resolution of the City Council of the City of Merced, California ordering the vacation of a 25-foot-wide temporary access easement in Foothill Drive (extended) (Vacation #20-02); and,

B. Adopting **Resolution 2020-52,** a Resolution of the City Council of the City of Merced, California ordering the vacation of a 25-foot-wide temporary access easement along the east side of G Street at Foothill Drive (extended) (Vacation #20-02); and,

C. Adopting **Resolution 2020-53,** a Resolution of the City Council of the City of Merced, California ordering the vacation of a 15-foot-wide road right-of-way consisting of 1,432 square feet located approximately 1,100 feet east of G Street, north of Merrill Place (extended) (Vacation #20-02).

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve, subject to modifications as conditioned by Council; or,
3. Deny based on specific findings; or,
4. Refer back to staff for reconsideration of specific items as requested by Council; or,
5. Continue to a future meeting (date and time to be specified in Council motion).

AUTHORITY

Government Code Section 66477.5 (c) specifies the procedures for vacating land previously dedicated for public use, such as for parks and other public facilities. The City of Merced Administrative Policies and Procedures No. A-6 provides direction to staff for processing vacation requests, and City Council Resolution No. 86-90 establishes a policy concerning costs associated with the vacation.

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

The proposed vacation involves vacating two access easements generally located at G Street and Foothill Drive (extended) and a road right-of-way, generally located east of G Street on Merrill Drive (extended) (see Attachment 1 for general location of vacation areas). The access easement located in the future Foothill Drive east of G Street was intended to provide access to the park site east of an approximately 30-acre parcel fronting G Street. The 25-foot-wide temporary access easement on the east side of G Street was dedicated to provide access to a proposed subdivision that had been approved on the east side of G Street until all rights of-way had been obtained and improvements constructed. The exact location of the temporary access easements to be vacated and the legal descriptions are provided at Attachments 2 and 3. On December 13, 2019, a Parcel map for the approximately 30-acre parcel was recorded which dedicated the roadway access to the park via Foothill Drive (extended) and the right-of-way needed on G Street (Attachment 4). Because the land needed for public access has been dedicated by the Parcel Map, the existing easements are no longer necessary and should be vacated.

The road right-of-way east of G Street, north of Merrill Place (extended) was intended to be part of the future Palisades Drive that would run north and south between the future Foothill Drive and future Merrill Place (refer to Attachment 5 for legal description and exact location). Palisades Drive has been realigned, therefore, the right-of-way is no longer needed.

History and Past Actions

At the Planning Commission meeting of May 6, 2020, the Planning Commission reviewed the vacation for consistency with the City's General Plan and found, by unanimous vote of those present, that the proposed vacation does not conflict with any General Plan policies, text, or maps, and is, therefore, consistent with the General Plan.

On July 6, 2020, the City Council adopted a Resolution of Intention (Resolution No. 2020-35 - Attachment 6) and set August 3, 2020, as the date for the public hearing to consider Vacation #20-02.

Recommendation

In order to allow the City Council to act on each area proposed to be vacated, separate resolutions for each area have been provided. Staff is recommending the adoption of the Resolutions at Attachments 7, 8, and 9 to abandon the easements and rights-of-way as described above.

IMPACT ON CITY RESOURCES

The approval of the requested vacation would not result in any impacts on City resources.

ATTACHMENTS

1. Location Map
2. Abandonment Area - Foothill Drive (Park Access)
3. Abandonment Area - G Street & Foothill Drive
4. Parcel Map
5. Abandonment Area - Merrill Place
6. City Council Resolution 20-35
7. Draft City Council Resolution Ordering Vacation along Foothill Drive (extended)
8. Draft City Council Resolution Ordering Vacation along G Street
9. Draft City Council Resolution Ordering Vacation along Merrill Place
10. Presentation


GENERAL LOCATION OF PROPOSED
VACATION AREAS (VACATION #20-02)
BELLEVUE RD
FOOTHILL DR
FOOTHILL DR
(EXTENDED)
FUTURE
PARK SITE
G ST
MERRILL PL
MERRILL PL
(EXTENDED)
CARDELLA RD
N

EXHIBIT "A"
Easement Abandonment From
City of Merced to
Exposition Properties, LLC &
Leeco, LLC

DESCRIPTION

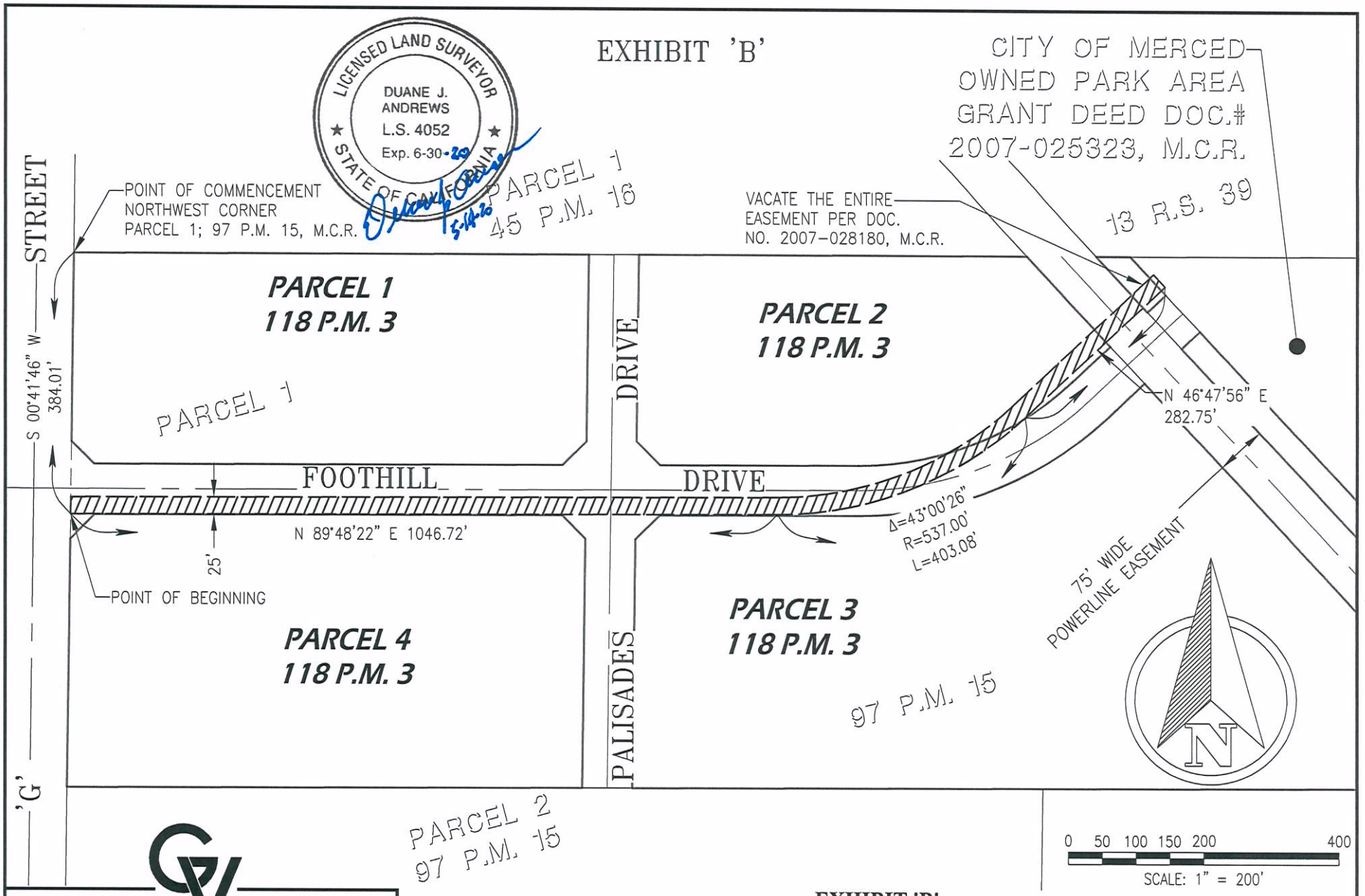
All that certain easement, being a 25.00-foot-wide Access Easement as described in Document 2007-028180, Merced County records, in Section 5, Township 7 South, Range 4 East. M. D. B. & M., the south line of said being more particularly described as follows:

Commencing at the northwest corner of said Parcel 1; thence S.00°41'46"W., a distance of 384.01 feet to the point of BEGINNING, thence N.89°48'22"E., a distance of 1046.72 feet to the beginning of a tangent curve to the left, thence northeasterly 403.08 feet along said curve, being concave to the northwest, having a radius of 537.00 feet and a central angle of 43°00'26", thence N.46°47'56"E., along a tangent line a distance of 282.75 feet to a point on the southwesterly line of a future city park and the end of this description.

Said Easement Abandonment Containing
43,074 Square Feet more or less



December 4, 2018 J.N. 18065



GOLDEN VALLEY
ENGINEERING & SURVEYING
405 W. 19th Street • P.O. Box 349 • Merced, CA 95340
Phone (209) 722-3200 • Fax (209) 722-3254

Job No. 18065 Date: 3/9/2020

EXHIBIT 'B'

Relinquishment of 25 foot Access Easement as described in Document No. 2007-028180, M.C.R., lying in Section 5, T.7S., R.14E., M.D.B.&M., in the City of Merced, County of Merced, State of California

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8/9

EXHIBIT 'A'

ACCESS EASEMENT RELINQUISHMENT

LEGAL DESCRIPTION

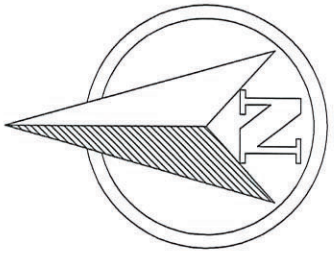
All that certain real property being a portion of a 25.00 foot wide temporary access easement, situate in a portion of Section 5, Township 7 South, Range 14 East, Mount Diablo Base and Meridian, as described in Document No. 2004-082784, M.C.R., and affecting Parcel 4 as shown on that certain "Parcel Map for Exposition Properties, LLC & LEECO, LLC" filed for record in Volume 118, of Parcel Maps at Page 3, Merced County Records, in the County of Merced, State of California, described as follows:

Commencing at the Northwest corner of Parcel 1 as filed in Book 97 of Parcel Maps, at Page 17, Merced County Records, thence S.00°41'46" W., along the west line of said Parcel 1, a distance of 337.27 feet to the TRUE POINT OF BEGINNING; thence leaving said west line S.89°18'14" E., a distance of 25.00 feet; thence S.00°41'46" W. parallel with said West line a distance of 448.94 feet to a point on the South line of said Parcel 1, said point also being on the south line of said Parcel 4, thence N.89°52'37" E., along said South line a distance of 25.00 feet, to the Southeast corner of said Parcel 1, thence N.00°41'46" E., along said West line of said Parcel 1 a distance of 449.30 feet to the point of beginning.

Containing: 11,229 sq. ft., more or less.



EXHIBIT 'B'



0 25 50 100

SCALE: 1" =50'

LICENSED LAND SURVEYOR
DUANE J. ANDREWS
L.S. 4052
Exp. 6-30-20
STATE OF CALIFORNIA
5-8-20

PARCEL 1
45 P.M. 16

PARCEL 1

DRIVE

FOOTHILL

97 P.M. 15

PARCEL 2
97 P.M. 15

PARCEL 1
118 P.M. 3

PARCEL 4
118 P.M. 3

POINT OF COMMENCEMENT
NORTHWEST CORNER
PARCEL 1; 97 P.M. 15, M.C.R.

S 89°18'14" E
25.00'

337.27'

POINT OF BEGINNING

S 00°41'46" W 786.59'

S 00°41'46" W 448.94'

449.30'

S 89°52'37" W
25.00'

'G' STREET

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405 W. 19th Street • P.O. Box 349 • Merced, CA 95340
Phone (209) 722-3200 • Fax (209) 722-3254

Job No. 18065 Date: 3/9/2020

EXHIBIT 'B'

Relinquishment of 25 foot Access Easement as described in Document No. 2004-082784, M.C.R., lying in Section 5, T.7S., R.14E., M.D.B.&M., in the City of Merced, County of Merced, State of California

W:\land projects\18065 Rick Telegan\Exhibits\18065 Exhibit - Easement Abandonment - 2007-028180.dwg, 5/7/2020 10:25:18 AM

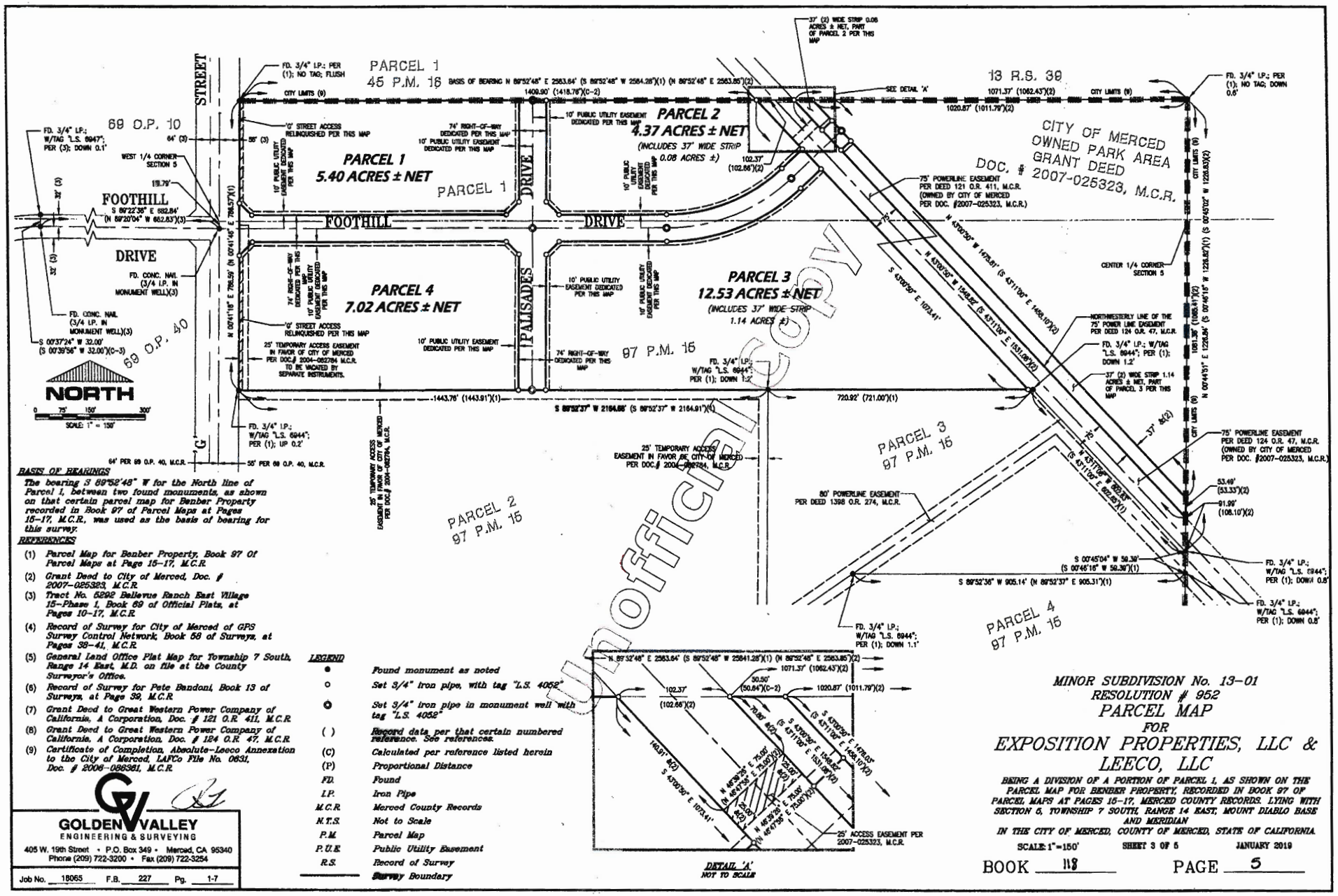

PARCEL 1
45 P.M. 16
PARCEL 1
5.40 ACRES ± NET
PARCEL 2
4.37 ACRES ± NET
(INCLUDES 37' WIDE STRIP 0.08 ACRES ±)
PARCEL 3
12.53 ACRES ± NET
(INCLUDES 37' WIDE STRIP 1.14 ACRES ±)
PARCEL 4
7.02 ACRES ± NET
13 R.S. 39
69 O.P. 10
69 O.P. 40
97 P.M. 16
FOOTHILL DRIVE
PALISADES STREET
CITY OF MERCED
OWNED PARK AREA
GRANT DEED
DOC. # 2007-025323, M.C.R.
NORTH
SCALE: 1" = 150'
BASIS OF BEARINGS
The bearing S 89°52'48" W for the North line of Parcel 1, between two found monuments, as shown on that certain parcel map for Benber Property recorded in Book 97 of Parcel Maps at Pages 15-17, M.C.R., was used as the basis of bearing for this survey.
REFERENCES
(1) Parcel Map for Benber Property, Book 97 Of Parcel Maps at Page 15-17, M.C.R.
(2) Grant Deed to City of Merced, Doc. # 2007-025323, M.C.R.
(3) Tract No. 5292 Bellevue Ranch East Village 15-Phase 1, Book 69 of Official Plats, at Pages 10-17, M.C.R.
(4) Record of Survey for City of Merced of GPS Survey Control Network, Book 58 of Surveys, at Pages 38-41, M.C.R.
(5) General Land Office Plat Map for Township 7 South, Range 14 East, M.D. on file at the County Surveyor's Office.
(6) Record of Survey for Pete Bandoni, Book 13 of Surveys, at Page 39, M.C.R.
(7) Grant Deed to Great Western Power Company of California, A Corporation, Doc. # 121 O.R. 411, M.C.R.
(8) Grant Deed to Great Western Power Company of California, A Corporation, Doc. # 124 O.R. 47, M.C.R.
(9) Certificate of Completion, Absolute-Leeco Annexation to the City of Merced, LAFCo File No. 0631, Doc. # 2006-096361, M.C.R.
LEGEND
Found monument as noted
Set 3/4" iron pipe, with tag "L.S. 4052"
Set 3/4" iron pipe in monument well with tag "L.S. 4052"
( ) Record data per that certain numbered reference. See references.
(C) Calculated per reference listed herein
(P) Proportional Distance
FD. Found
I.P. Iron Pipe
M.C.R. Merced County Records
N.T.S. Not to Scale
P.M. Parcel Map
P.U.E. Public Utility Easement
R.S. Record of Survey
Survey Boundary
DETAIL 'A'
NOT TO SCALE
25' ACCESS EASEMENT PER 2007-025323, M.C.R.
MINOR SUBDIVISION No. 13-01
RESOLUTION # 952
PARCEL MAP
FOR
EXPOSITION PROPERTIES, LLC & LEECO, LLC
BEING A DIVISION OF A PORTION OF PARCEL 1, AS SHOWN ON THE PARCEL MAP FOR BENBER PROPERTY, RECORDED IN BOOK 97 OF PARCEL MAPS AT PAGES 15-17, MERCED COUNTY RECORDS. LYING WITH SECTION 5, TOWNSHIP 7 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN
IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA.
SCALE: 1"=150' SHEET 3 OF 5 JANUARY 2019
BOOK 118 PAGE 5
GOLDEN VALLEY ENGINEERING & SURVEYING
405 W. 19th Street • P.O. Box 349 • Merced, CA 95340
Phone (209) 722-3200 • Fax (209) 722-3254
Job No. 18065 F.B. 227 Pg. 1-7
Unofficial Copy

EXHIBIT 'A'
Right of way Relinquishment

LEGAL DESCRIPTION

A relinquishment of road right of way being a portion of Parcel 4 as shown on "Parcel Map for Benber Property" recorded in Book 97 of Parcel Maps at Pages 15, Merced County Records, and a portion of that real property as described in Grant Deed Document No. 2017-021033, Merced County Records, lying in Section 5, Township 7 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Merced, County of Merced, State of California, being more particularly described as follows:

Commencing at the southwest corner of Parcel 4 as shown on said map; thence N. 55°33'30" E., along the northwesterly line to said Parcel 4, a distance of 65.63 feet to the TRUE POINT OF BEGINNING, said point being on the prolongation of the northerly line of 37 foot right of way per said Grant Deed; thence N. 55°33'30" E., along northwesterly line of said Parcel 4, a distance of 26.61 feet; thence leaving said northwesterly line parallel with the south line of said Parcel N. 89°52'37" E., a distance of 77.46 feet; thence S. 43°19'55" E., a distance of 20.58 feet to a point on the northerly line of the 37 foot right of way dedicated in said Grant Deed; thence S. 89°52'37" W., parallel with and 37 feet distant northerly from said south west line of said Parcel, a distance of 113.52 feet to the point of beginning.

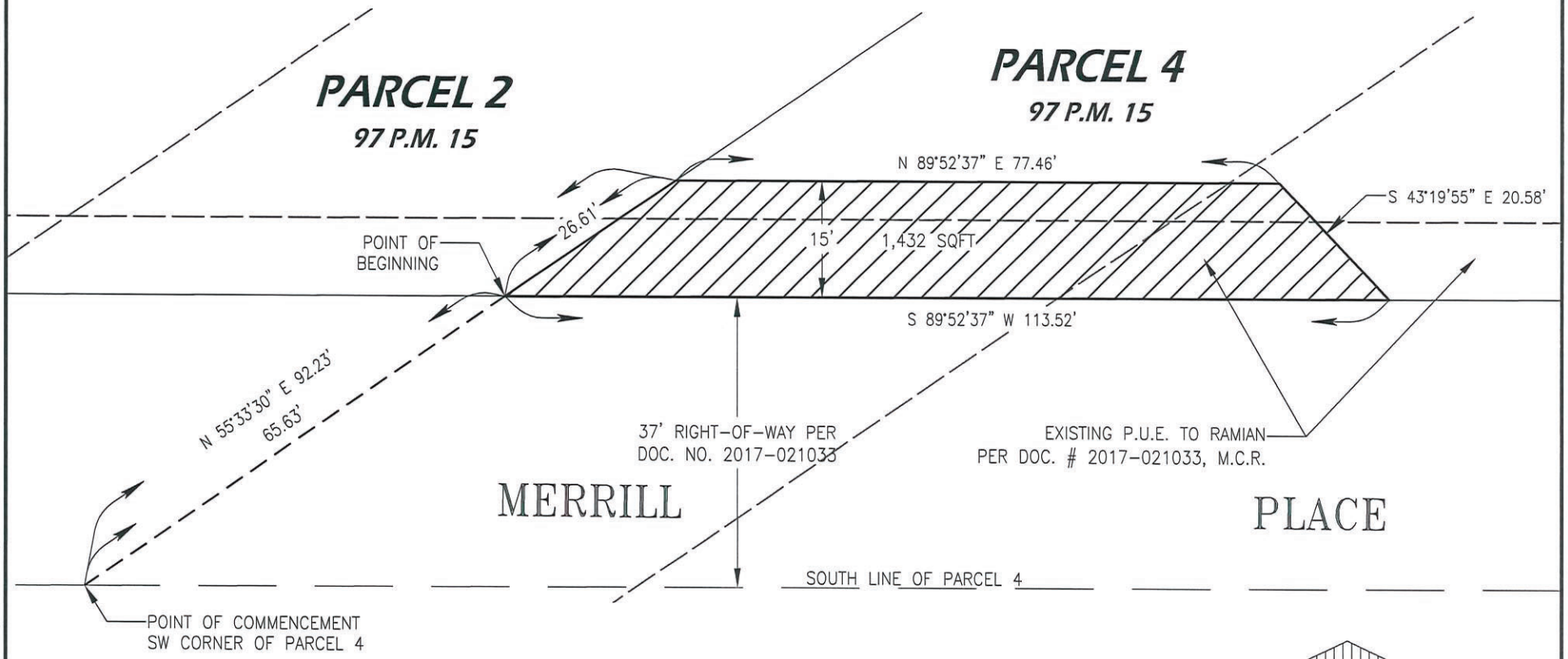
Road Right of way relinquishment containing 1,432 Square Feet, more or less.



March 2020

J.N. 17067

EXHIBIT 'B'



NORTH

0 5 10 15 20 40

SCALE: 1" = 20'

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Phone (209) 722-3200 • Fax (209) 722-3254

Job No. 17067 Date: 3/12/2020

EXHIBIT 'B'

A road right of way relinquishment being a portion of all that real property as described in Grant Deed Document No. 2017-021033, M.C.R., lying in Section 5, Township 7 South, Range 14 East, Mount Diablo Base & Meridian, in the City of Merced, State of California

W:\land projects\17067 BP Investments LLC - Mayhew Relinquishment\Exhibit of Mayhew Relinquishment.dwg, 5/6/2020 4:39:22 PM

ATTACHMENT 5--Page 2

RESOLUTION NO. 20-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, DECLARING ITS INTENTION TO VACATE A 25-FOOT WIDE ACCESS EASEMENT IN FOOTHILL DRIVE (EXTENDED), A 25-FOOT WIDE TEMPORARY ACCESS EASEMENT ALONG THE EAST SIDE OF G STREET AT FOOTHILL DRIVE (EXTENDED) AND A 15-FOOT WIDE ROAD RIGHT-OF-WAY CONSISTING OF APPROXIMATELY 1,432 SQUARE FEET LOCATED APPROXIMATELY 1,100 FEET EAST OF G STREET, NORTH OF MERRILL PLACE (EXTENDED) (VACATION #20-02) AND SETTING TIME AND PLACE FOR PUBLIC HEARING

WHEREAS, the City Engineer of the City of Merced has recommended that the hereinafter described easements are unnecessary for prospective public purposes; and

WHEREAS, the City Engineer has filed maps or plans with the City Clerk of the City of Merced showing easements to be vacated at a specific time that will be determined.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The City Council of the City of Merced declares its intention to proceed under the provisions of Part 3 of the Streets and Highways Code of the State of California, being the Public Streets, Highways, and Service Easements Vacation Law, Chapter 3, to vacate a 25-foot wide access easement in Foothill Drive (extended), a 25-foot wide access easement northwest of Foothill Drive, a 25-foot wide access easement along the east side of G Street at Foothill Drive (extended), and a 15-foot wide road right-of-way consisting of approximately 1,432 square feet, located approximately 1,100 feet east of G Street, north of Merrill Place (extended), as described in Exhibits A through F, attached hereto and incorporated herein by this reference.

SECTION 2. Reference is made to the maps and plans which are filed in the office of the City Clerk of the City of Merced for further particulars as to the proposed vacation and reservation.

SECTION 3. August 3, 2020, at the hour of 6:00 p.m. of said day in the Council Chamber of the City Council, 678 West 18th Street, Merced, California, is fixed as the time and place for hearing all persons interested in or objecting to the proposed vacation. Said hearing may be postponed or continued.

Pursuant to Governor Newsom's Executive Order N-29-20, this meeting may be conducted by teleconference and there would be no in-person public access to the meeting location. However, if the Governor's order has been lifted by the date of the public hearing, the meeting will not be held via teleconference and you would be able to attend the meeting in the City Council Chambers at 678 W. 18th Street.

If you wish to submit your public comment to the City Council electronically you may do so as long as your comments are received no later than 3 PM on the day of the meeting. Comments received before the deadline will be read as part of the record. Material may be emailed to cityclerk@cityofmerced.org and should be limited to 500 words or less. Please specify which portion of the agenda you are commenting on, i.e. item # or Oral Communications. Your comments will be read to the City Council at the appropriate time. Any correspondence received during or after the meeting will be distributed to the City Council and retained for the official record.

You may provide telephonic comments via voicemail by calling (209) 388-8688 by no later than 3:00 PM on the day of the meeting to be added to the public comment. Voicemails will be limited to a time limit of three (3) minutes. Please specify which portion of the agenda you are commenting on, i.e. item # or Oral Communications. Your comments will be read to the City Council at the appropriate time.

To view video or listen to the City Council meeting live, go to the City's website www.cityofmerced.org, Facebook Live, or Comcast Public Access Channel 96.

SECTION 4. The City Engineer is directed to post or cause to be posted at least two weeks before the date set for hearing not less than two (2) notices of vacation of a portion of public right-of-way, not more than three hundred (300)

feet apart, conspicuously along the lines of said portion of the public street proposed to be vacated, stating adoption of this resolution and the time and place of the hearing herein called. Posting a copy of this resolution shall constitute the posting of the required notice.

SECTION 5. The City Clerk is directed to cause a copy of this Resolution to be published once each week for two successive weeks prior to the public hearing in the official newspaper.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the 6th day of July 2020, by the following vote:

AYES: 6 Council Members: BLAKE, MARTINEZ, MCLEOD, MURPHY, SERRATTO, SHELTON

NOES: 0 Council Members: NONE

ABSENT: 1 Council Members: ECHEVARRIA

ABSTAIN: 0 Council Members: NONE

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

CITY of MERCED, CALIFORNIA
INCORPORATED APRIL 1, A.D. 1889

X:\Resolutions\2020\Planning\Intention to Vacate - G St & Foothill Dr - 6.23.20.docx

APPROVED AS TO FORM:

Thuedra C Nnhe 6-23-2020

City Attorney Date

EXHIBIT "A"
Easement Abandonment From
City of Merced to
Exposition Properties, LLC &
Leeco, LLC

DESCRIPTION

All that certain easement, being a 25.00-foot-wide Access Easement as described in Document 2007-028180, Merced County records, in Section 5, Township 7 South, Range 4 East. M. D. B. & M., the south line of said being more particularly described as follows:

Commencing at the northwest corner of said Parcel 1; thence S.00°41'46"W., a distance of 384.01 feet to the point of BEGINNING, thence N.89°48'22"E., a distance of 1046.72 feet to the beginning of a tangent curve to the left, thence northeasterly 403.08 feet along said curve, being concave to the northwest, having a radius of 537.00 feet and a central angle of 43°00'26", thence N.46°47'56"E., along a tangent line a distance of 282.75 feet to a point on the southwesterly line of a future city park and the end of this description.

Said Easement Abandonment Containing
43,074 Square Feet more or less



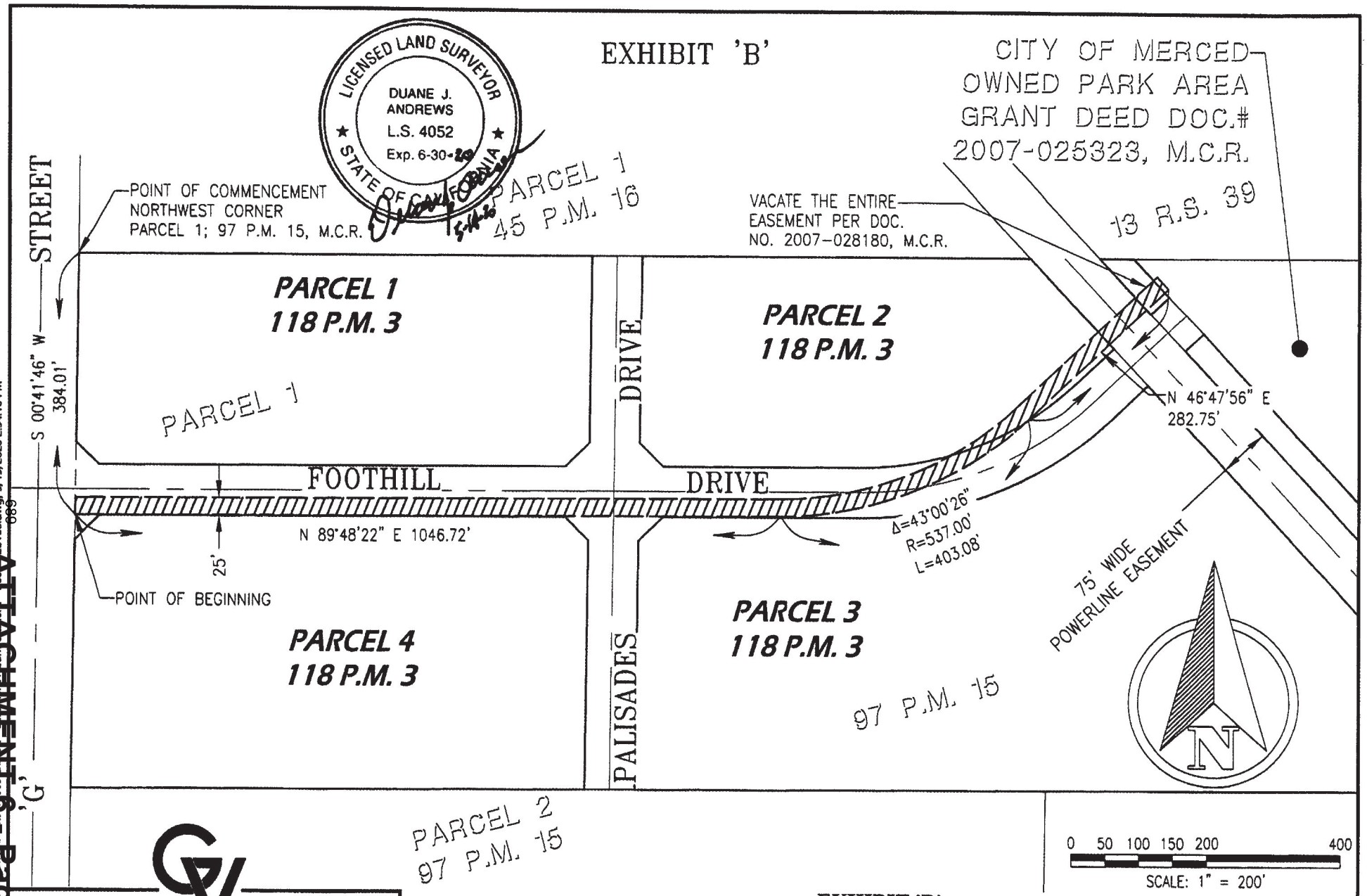


EXHIBIT 'B'

Relinquishment of 25 foot Access Easement as described in Document No. 2007-028180, M.C.R., lying in Section 5, T.7S., R.14E., M.D.B.&M., in the City of Merced, County of Merced, State of California

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Job No. 18065 Date: 3/9/2020

W:\land projects\18065 Bellevue Ranch\Exhibits\18065EX028180.dwg, 5/13/2020 2:54:16 PM

ATTACHMENT 6 Page 6

EXHIBIT B

EXHIBIT 'C'

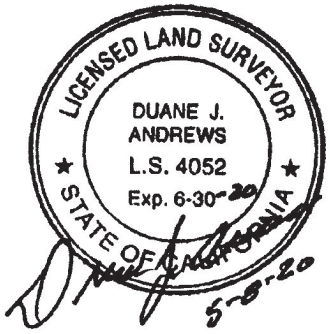
ACCESS EASEMENT RELINQUISHMENT

LEGAL DESCRIPTION

All that certain real property being a portion of a 25.00 foot wide temporary access easement, situate in a portion of Section 5, Township 7 South, Range 14 East, Mount Diablo Base and Meridian, as described in Document No. 2004-082784, M.C.R., and affecting Parcel 4 as shown on that certain "Parcel Map for Exposition Properties, LLC & LEECO, LLC" filed for record in Volume 118, of Parcel Maps at Page 3, Merced County Records, in the County of Merced, State of California, described as follows:

Commencing at the Northwest corner of Parcel 1 as filed in Book 97 of Parcel Maps, at Page 17, Merced County Records, thence S.00°41'46" W., along the west line of said Parcel 1, a distance of 337.27 feet to the TRUE POINT OF BEGINNING; thence leaving said west line S.89°18'14" E., a distance of 25.00 feet; thence S.00°41'46" W. parallel with said West line a distance of 448.94 feet to a point on the South line of said Parcel 1, said point also being on the south line of said Parcel 4, thence N.89°52'37" E., along said South line a distance of 25.00 feet, to the Southeast corner of said Parcel 1, thence N.00°41'46" E., along said West line of said Parcel 1 a distance of 449.30 feet to the point of beginning.

Containing: 11,229 sq. ft., more or less.



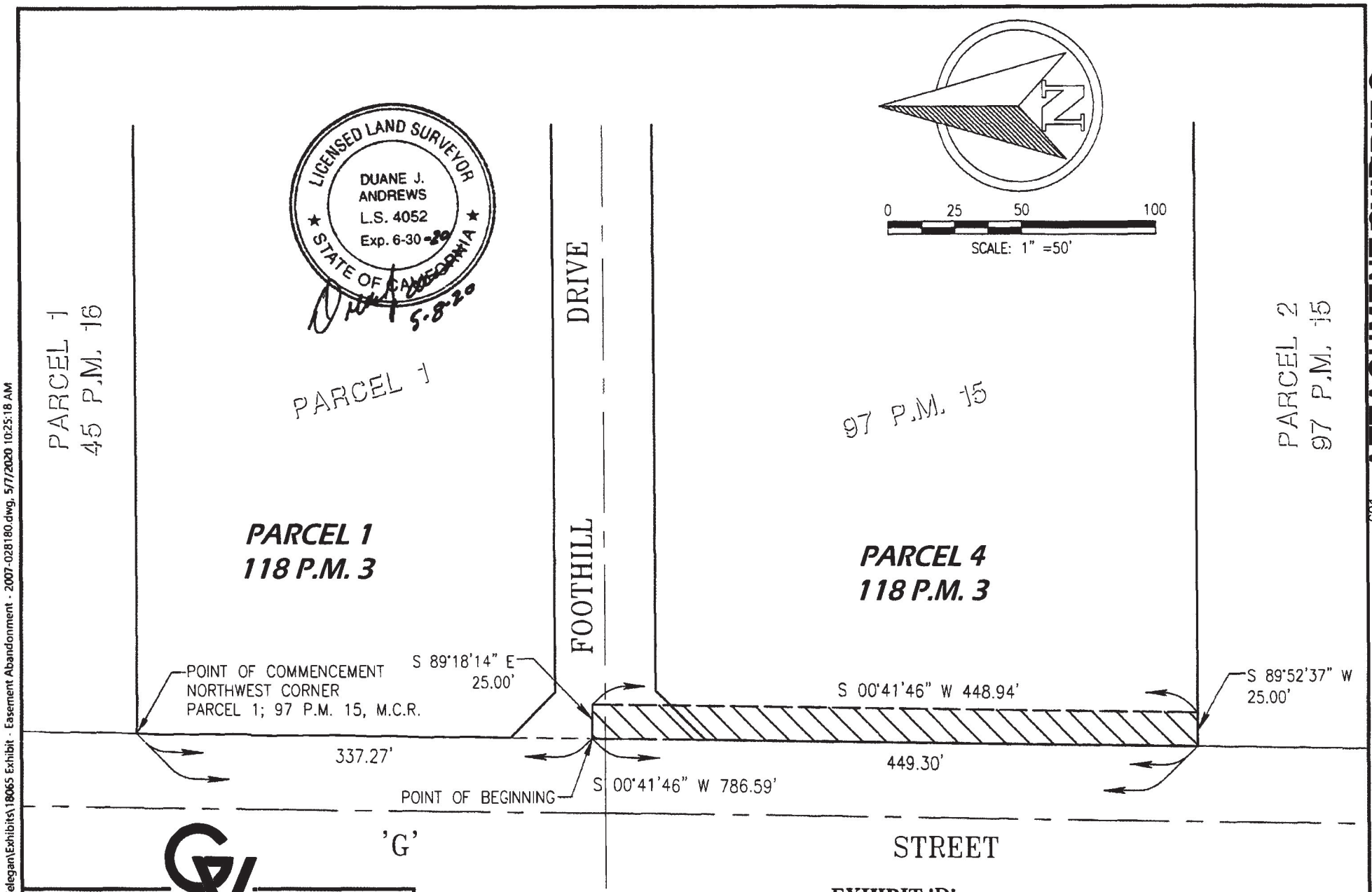


EXHIBIT 'D'

Relinquishment of 25 foot Access Easement as described in Document No. 2004-082784, M.C.R., lying in Section 5, T.7S., R.14E., M.D.B.&M., in the City of Merced, County of Merced, State of California

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Job No. 18065 Date: 3/9/2020

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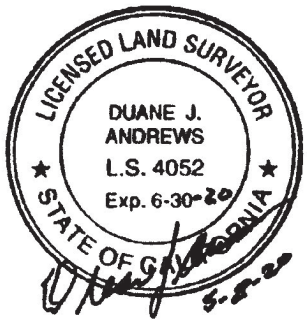
EXHIBIT 'E'
Right of way Relinquishment

LEGAL DESCRIPTION

A relinquishment of road right of way being a portion of Parcel 4 as shown on "Parcel Map for Benber Property" recorded in Book 97 of Parcel Maps at Pages 15, Merced County Records, and a portion of that real property as described in Grant Deed Document No. 2017-021033, Merced County Records, lying in Section 5, Township 7 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Merced, County of Merced, State of California, being more particularly described as follows:

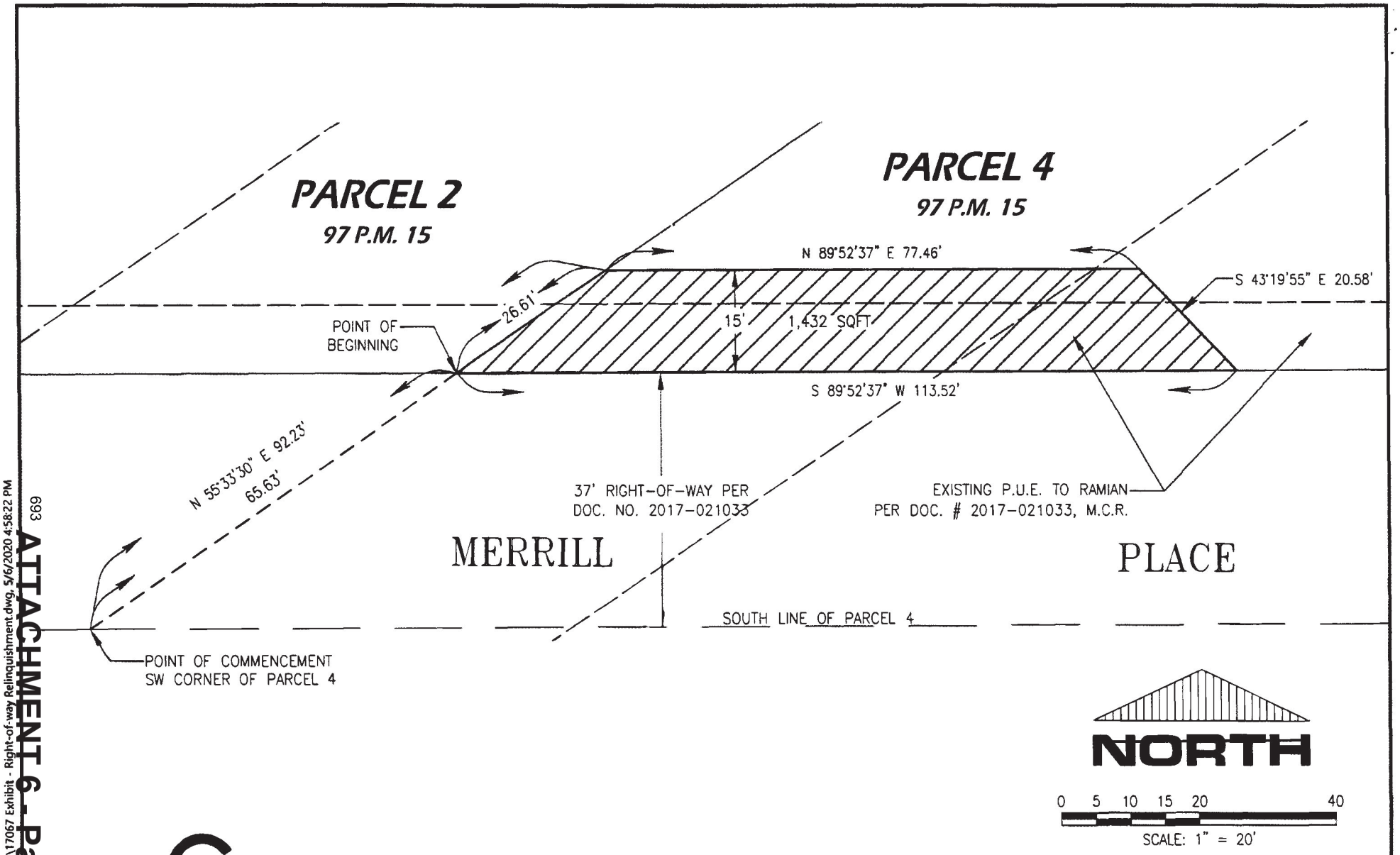
Commencing at the southwest corner of Parcel 4 as shown on said map; thence N. 55°33'30" E., along the northwesterly line to said Parcel 4, a distance of 65.63 feet to the TRUE POINT OF BEGINNING, said point being on the prolongation of the northerly line of 37 foot right of way per said Grant Deed; thence N. 55°33'30" E., along northwesterly line of said Parcel 4, a distance of 26.61 feet; thence leaving said northwesterly line parallel with the south line of said Parcel N. 89°52'37" E., a distance of 77.46 feet; thence S. 43°19'55" E., a distance of 20.58 feet to a point on the northerly line of the 37 foot right of way dedicated in said Grant Deed; thence S. 89°52'37" W., parallel with and 37 feet distant northerly from said south west line of said Parcel, a distance of 113.52 feet to the point of beginning.

Road Right of way relinquishment containing 1,432 Square Feet, more or less.



March 2020

J.N. 17067



ATTACHMENT 6 - Page 10

EXHIBIT E

W:\land projects\17067 BP Investments\17067 Exhibit - Right-of-way Relinquishment.dwg, 5/6/2020 4:58:22 PM

GOLDEN VALLEY
ENGINEERING & SURVEYING
405 W. 19th Street • P.O. Box 349 • Merced, CA 95340
Phone (209) 722-3200 • Fax (209) 722-3254

Job No. 17067 Date: 3/12/2020

EXHIBIT 'F'

A road right of way relinquishment being a portion of all that real property as described in Grant Deed Document No. 2017-021033, M.C.R., lying in Section 5, Township 7 South, Range 14 East, Mount Diablo Base & Meridian, in the City of Merced, State of California

RESOLUTION NO. 2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA ORDERING THE VACATION OF A 25-FOOT-WIDE TEMPORARY ACCESS EASEMENT IN FOOTHILL DRIVE (EXTENDED) (VACATION #20-02)

WHEREAS, by adoption of Resolution No. 2020-35 on July 6, 2020, the City Council declared its intention to consider the vacation of a 25-foot-wide temporary access easement in Foothill Drive (extended), as described in Exhibit "A" and shown on the map at Exhibit "B," attached hereto; and

WHEREAS, Resolution No. 2020-35 fixed a time and place for hearing all persons interested in or objecting to the proposed vacation to wit: On Monday, August 3, 2020, at the hour of 6:00 p.m. of said day, in the Council Chambers of the City Council, 678 West 18th Street, Merced, California, which said time was not less than fifteen (15) days from the above-mentioned date and passage of Resolution No. 2020-35; and

WHEREAS, Resolution No. 2020-35 was published in the manner prescribed by Section 8320 of the Streets and Highways Code of the State of California; and

WHEREAS, on July 9, 2020, notices were conspicuously posted along the lines of the property proposed to be vacated, not more than three hundred (300) feet apart, which notices consisted of copies of Resolution No. 2020-35 and,

WHEREAS, the vacation of the public right-of-way as proposed by Resolution No. 2020-35 was submitted to the Planning Commission on May 6, 2020, which found the proposed vacation to be in conformity with the general plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council finds from all of the evidence submitted that the temporary access easement as described in Exhibit "A" and shown on the map at Exhibit "B," is unnecessary for vehicle access.

SECTION 2. It is hereby ordered that the temporary access easement lying within the above described territory be and the same is hereby abandoned and vacated, pursuant to the provisions of Part 3, Division 9, of the Streets and Highways Code of the State of California, being the Public Streets, Highways, and Services Easements Vacation Law.

SECTION 3. The City Clerk is directed to cause a certified copy of this resolution, attested under seal of the City of Merced, to be recorded in the Office of the County Recorder of Merced County.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ of _____, 2020, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

X:\Resolutions\2020\Planning\Ordering Vacation - Foothill Dr.docx

APPROVED AS TO FORM:

BY: Rhonda A Smith 6/30/2020
City Attorney Date

EXHIBIT "A"
Easement Abandonment From
City of Merced to
Exposition Properties, LLC &
Leeco, LLC

DESCRIPTION

All that certain easement, being a 25.00-foot-wide Access Easement as described in Document 2007-028180, Merced County records, in Section 5, Township 7 South, Range 4 East. M. D. B. & M., the south line of said being more particularly described as follows:

Commencing at the northwest corner of said Parcel 1; thence S.00°41'46"W., a distance of 384.01 feet to the point of BEGINNING, thence N.89°48'22"E., a distance of 1046.72 feet to the beginning of a tangent curve to the left, thence northeasterly 403.08 feet along said curve, being concave to the northwest, having a radius of 537.00 feet and a central angle of 43°00'26", thence N.46°47'56"E., along a tangent line a distance of 282.75 feet to a point on the southwesterly line of a future city park and the end of this description.

Said Easement Abandonment Containing
43,074 Square Feet more or less



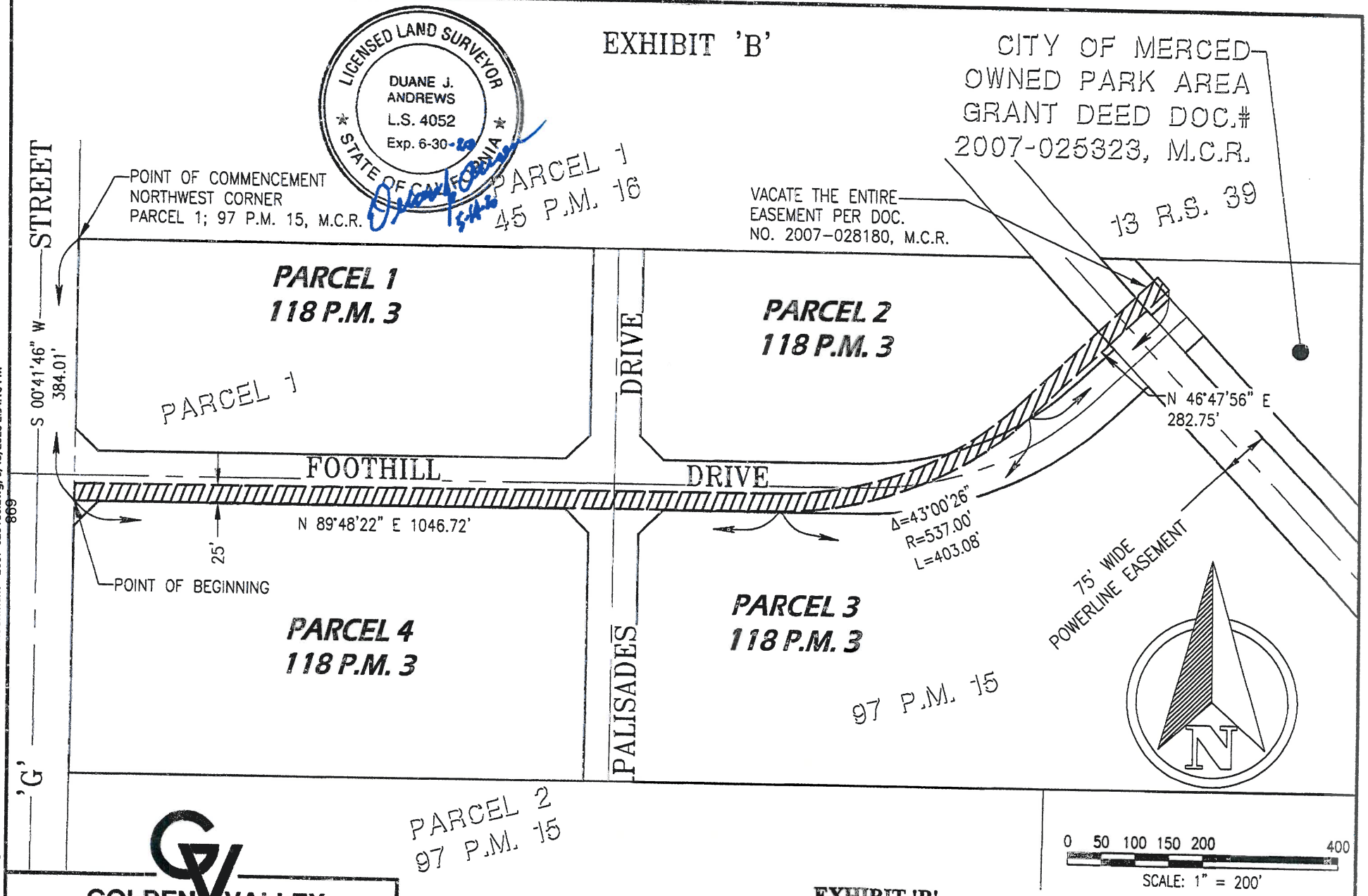


EXHIBIT B

W:\land projects\18065 Rick Telegam\Exhibits\18065 Exhibit - Easement Abandonment - 2007-028180.dwg, 5/13/2020 2:54:16 PM

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Phone (209) 722-3200 • Fax (209) 722-3254

Job No. 18065 Date: 3/9/2020

EXHIBIT 'B'

Relinquishment of 25 foot Access Easement as described in Document No. 2007-028180, M.C.R., lying in Section 5, T.7S., R.14E., M.D.B.&M., in the City of Merced, County of Merced, State of California

RESOLUTION NO. 2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA ORDERING THE VACATION OF A 25-FOOT-WIDE TEMPORARY ACCESS EASEMENT ALONG THE EAST SIDE OF G STREET AT FOOTHILL DRIVE (EXTENDED) (VACATION #20-02)

WHEREAS, by adoption of Resolution No. 2020-35 on July 6, 2020, the City Council declared its intention to consider the vacation of a 25-foot-wide temporary access easement along the east side of G Street at Foothill Drive (extended), as described in Exhibit "A" and shown on the map at Exhibit "B," attached hereto; and

WHEREAS, Resolution No. 2020-35 fixed a time and place for hearing all persons interested in or objecting to the proposed vacation to wit: On Monday, August 3, 2020, at the hour of 6:00 p.m. of said day, in the Council Chambers of the City Council, 678 West 18th Street, Merced, California, which said time was not less than fifteen (15) days from the above-mentioned date and passage of Resolution No. 2020-35; and

WHEREAS, Resolution No. 2020-35 was published in the manner prescribed by Section 8320 of the Streets and Highways Code of the State of California; and

WHEREAS, on July 9, 2020, notices were conspicuously posted along the lines of the property proposed to be vacated, not more than three hundred (300) feet apart, which notices consisted of copies of Resolution No. 2020-35 and,

WHEREAS, the vacation of the public right-of-way as proposed by Resolution No. 2020-35 was submitted to the Planning Commission on May 6, 2020, which found the proposed vacation to be in conformity with the general plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council finds from all of the evidence submitted that the temporary access easement as described in Exhibit "A" and shown on the map at Exhibit "B," is unnecessary for vehicle access.

SECTION 2. It is hereby ordered that the temporary access easement lying within the above described territory be and the same is hereby abandoned and vacated, pursuant to the provisions of Part 3, Division 9, of the Streets and Highways Code of the State of California, being the Public Streets, Highways, and Services Easements Vacation Law.

SECTION 3. The City Clerk is directed to cause a certified copy of this resolution, attested under seal of the City of Merced, to be recorded in the Office of the County Recorder of Merced County.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ of _____, 2020, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: _____ 6/30/2020
City Attorney Date

EXHIBIT 'A'

ACCESS EASEMENT RELINQUISHMENT

LEGAL DESCRIPTION

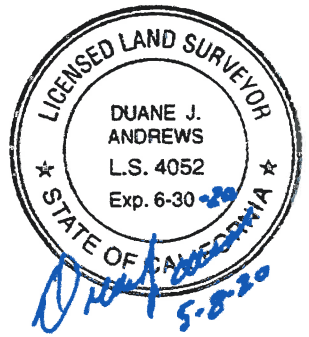
All that certain real property being a portion of a 25.00 foot wide temporary access easement, situate in a portion of Section 5, Township 7 South, Range 14 East, Mount Diablo Base and Meridian, as described in Document No. 2004-082784, M.C.R., and affecting Parcel 4 as shown on that certain "Parcel Map for Exposition Properties, LLC & LEECO, LLC" filed for record in Volume 118, of Parcel Maps at Page 3, Merced County Records, in the County of Merced, State of California, described as follows:

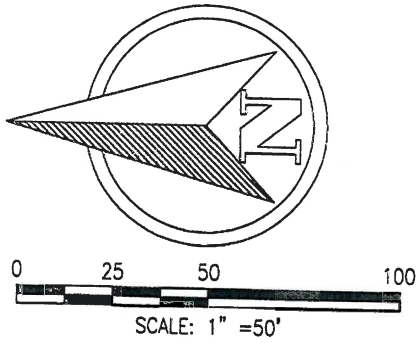
Commencing at the Northwest corner of Parcel 1 as filed in Book 97 of Parcel Maps, at Page 17, Merced County Records, thence S.00°41'46" W., along the west line of said Parcel 1, a distance of 337.27 feet to the TRUE POINT OF BEGINNING; thence leaving said west line S.89°18'14" E., a distance of 25.00 feet; thence S.00°41'46" W. parallel with said West line a distance of 448.94 feet to a point on the South line of said Parcel 1, said point also being on the south line of said Parcel 4, thence N.89°52'37" E., along said South line a distance of 25.00 feet, to the Southeast corner of said Parcel 1, thence N.00°41'46" E., along said West line of said Parcel 1 a distance of 449.30 feet to the point of beginning.

Containing: 11,229 sq. ft., more or less.



EXHIBIT 'B'





PARCEL 1
45 P.M. 16

PARCEL 1

DRIVE

FOOTHILL

97 P.M. 15

PARCEL 2
97 P.M. 15

703

PARCEL 1
118 P.M. 3

PARCEL 4
118 P.M. 3

POINT OF COMMENCEMENT
NORTHWEST CORNER
PARCEL 1; 97 P.M. 15, M.C.R.

S 89°18'14" E
25.00'

337.27'

POINT OF BEGINNING

S 00°41'46" W 786.59'

S 00°41'46" W 448.94'

449.30'

S 89°52'37" W
25.00'

'G'

STREET

EXHIBIT R

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Phone (209) 722-3200 • Fax (209) 722-3254

Job No. 18065 Date: 3/9/2020

EXHIBIT 'B'

Relinquishment of 25 foot Access Easement as described in Document No. 2004-082784, M.C.R., lying in Section 5, T.7S., R.14E., M.D.B.&M., in the City of Merced, County of Merced, State of California

W:\land projects\18065 Rick Telegan\Exhibits\18065 Exhibit - Easement Abandonment - 2007-028180.dwg, 5/7/2020 10:25:18 AM

RESOLUTION NO. 2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA ORDERING THE VACATION OF A 15-FOOT-WIDE ROAD RIGHT-OF-WAY CONSISTING OF 1,432 SQUARE FEET LOCATED APPROXIMATELY 1,100 FEET EAST OF G STREET, NORTH OF MERRILL PLACE (EXTENDED) (VACATION #20-02)

WHEREAS, by adoption of Resolution No. 2020-35 on July 6, 2020, the City Council declared its intention to consider the vacation of a 15-foot-wide road right-of-way consisting of 1,432 square feet located approximately 1,100 feet east of G Street, north of Merrill Place (extended), as described in Exhibit "A" and shown on the map at Exhibit "B," attached hereto; and

WHEREAS, Resolution No. 2020-35 fixed a time and place for hearing all persons interested in or objecting to the proposed vacation to wit: On Monday, August 3, 2020, at the hour of 6:00 p.m. of said day, in the Council Chambers of the City Council, 678 West 18th Street, Merced, California, which said time was not less than fifteen (15) days from the above-mentioned date and passage of Resolution No. 2020-35; and

WHEREAS, Resolution No. 2020-35 was published in the manner prescribed by Section 8320 of the Streets and Highways Code of the State of California; and

WHEREAS, on July 9, 2020, notices were conspicuously posted along the lines of the property proposed to be vacated, not more than three hundred (300) feet apart, which notices consisted of copies of Resolution No. 2020-35 and,

WHEREAS, the vacation of the public right-of-way as proposed by Resolution No. 2020-35 was submitted to the Planning Commission on May 6, 2020, which found the proposed vacation to be in conformity with the general plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council finds from all of the evidence submitted that the road right-of-way as described in Exhibit "A" and shown on the map at Exhibit "B," is unnecessary for roadway purposes.

SECTION 2. It is hereby ordered that the road right-of-way lying within the above described territory be and the same is hereby abandoned and vacated, pursuant to the provisions of Part 3, Division 9, of the Streets and Highways Code of the State of California, being the Public Streets, Highways, and Services Easements Vacation Law.

SECTION 3. The City Clerk is directed to cause a certified copy of this resolution, attested under seal of the City of Merced, to be recorded in the Office of the County Recorder of Merced County.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ of _____, 2020, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: _____ 6/30/2020
City Attorney Date

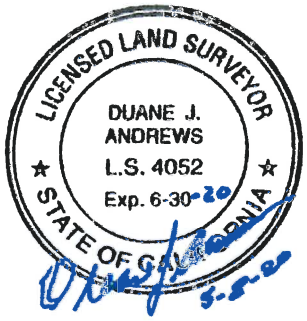
EXHIBIT 'A'
Right of way Relinquishment

LEGAL DESCRIPTION

A relinquishment of road right of way being a portion of Parcel 4 as shown on "Parcel Map for Benber Property" recorded in Book 97 of Parcel Maps at Pages 15, Merced County Records, and a portion of that real property as described in Grant Deed Document No. 2017-021033, Merced County Records, lying in Section 5, Township 7 South, Range 14 East, Mount Diablo Base and Meridian, in the City of Merced, County of Merced, State of California, being more particularly described as follows:

Commencing at the southwest corner of Parcel 4 as shown on said map; thence N. 55°33'30" E., along the northwesterly line to said Parcel 4, a distance of 65.63 feet to the TRUE POINT OF BEGINNING, said point being on the prolongation of the northerly line of 37 foot right of way per said Grant Deed; thence N. 55°33'30" E., along northwesterly line of said Parcel 4, a distance of 26.61 feet; thence leaving said northwesterly line parallel with the south line of said Parcel N. 89°52'37" E., a distance of 77.46 feet; thence S. 43°19'55" E., a distance of 20.58 feet to a point on the northerly line of the 37 foot right of way dedicated in said Grant Deed; thence S. 89°52'37" W., parallel with and 37 feet distant northerly from said south west line of said Parcel, a distance of 113.52 feet to the point of beginning.

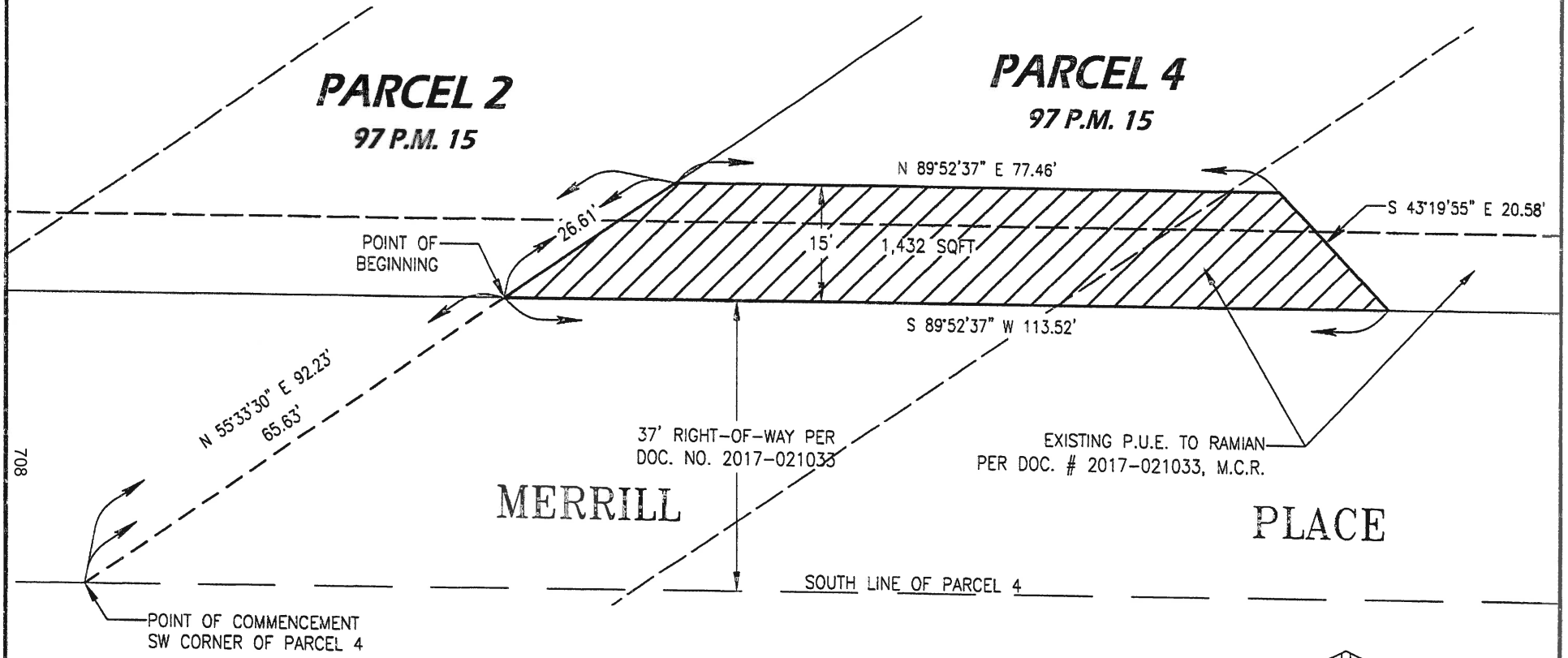
Road Right of way relinquishment containing 1,432 Square Feet, more or less.



March 2020

J.N. 17067

EXHIBIT 'B'



NORTH

0 5 10 15 20 40

SCALE: 1" = 20'

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Phone (209) 722-3200 • Fax (209) 722-3254

Job No. 17067 Date: 3/12/2020

EXHIBIT 'B'

A road right of way relinquishment being a portion of all that real property as described in Grant Deed Document No. 2017-021033, M.C.R., lying in Section 5, Township 7 South, Range 14 East, Mount Diablo Base & Meridian, in the City of Merced, State of California

W:\land projects\17067 BP Investments\17067 Exhibit - Right-of-way Relinquishment.dwg, 5/6/2020 4:58:22 PM

Vacation #20-02



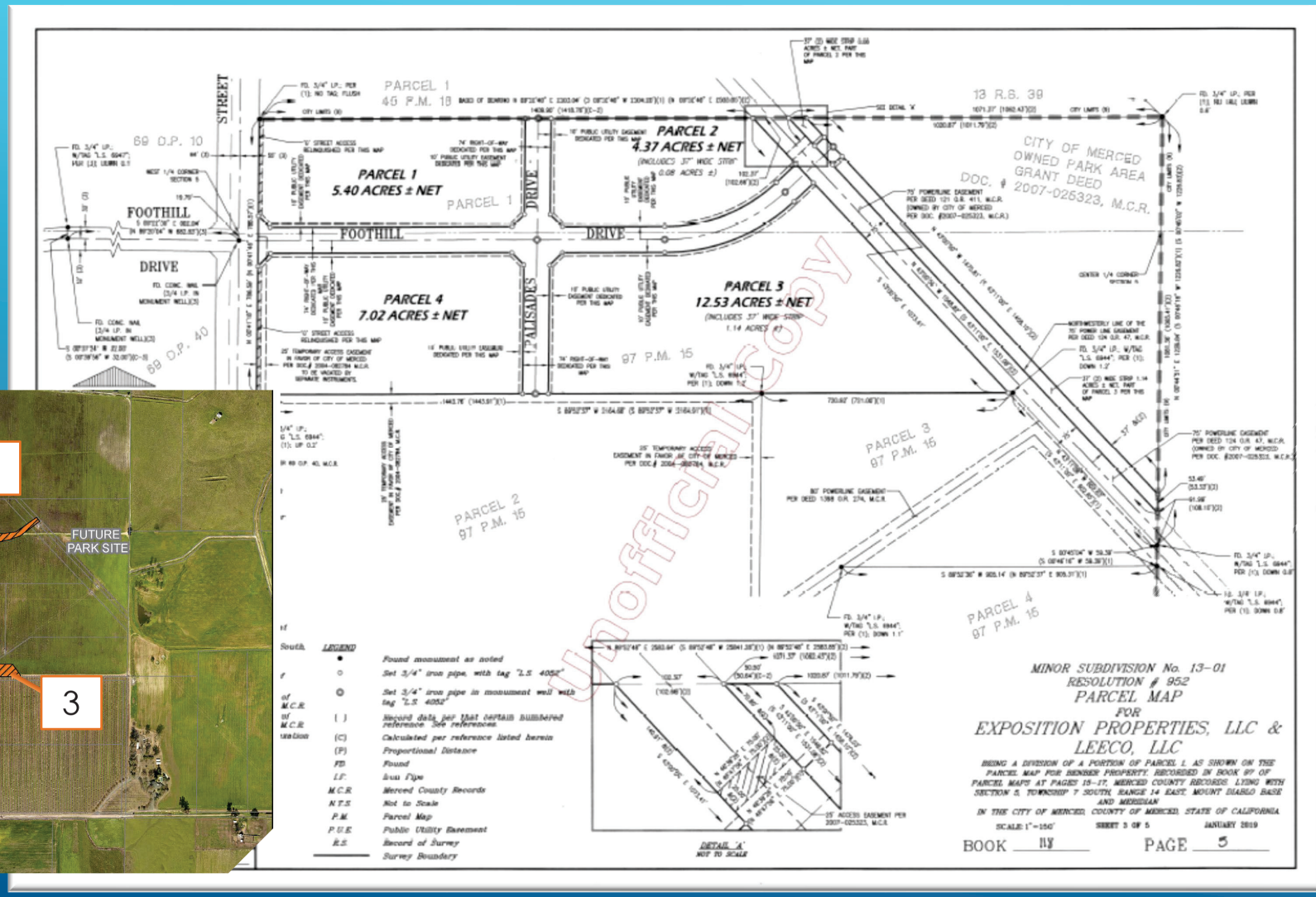
Location Map

Three separate vacation areas

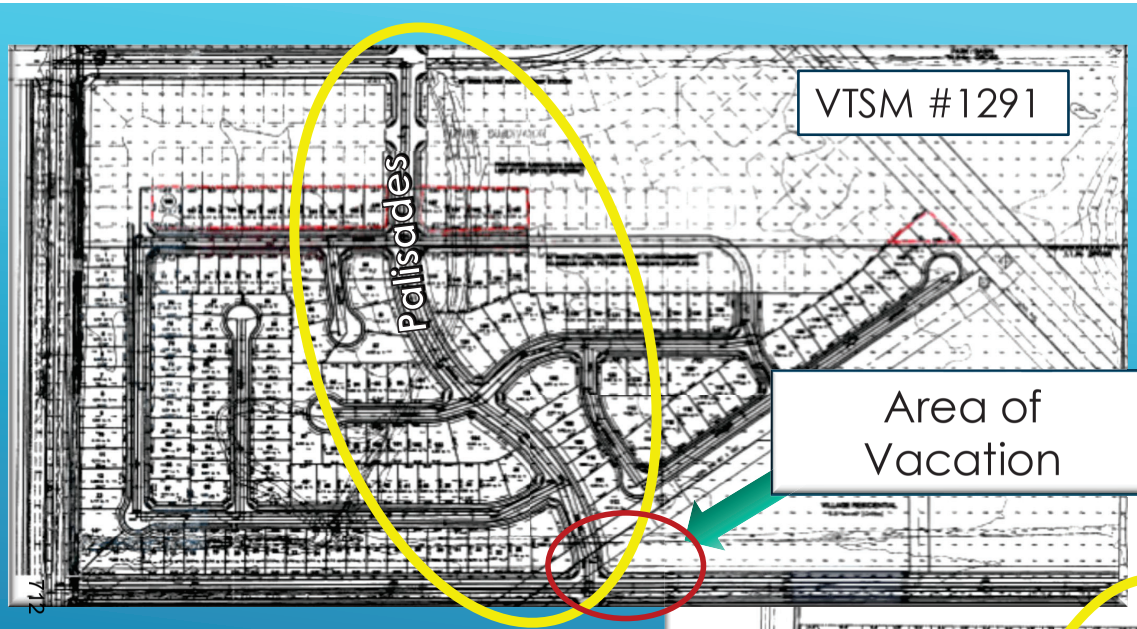
1. Park Access along Foothill Drive (extended)
2. Access easement on G Street
3. Merrill Place

All Necessary Rights-of-Way Dedicated by this Parcel Map for Area 1 and 2.

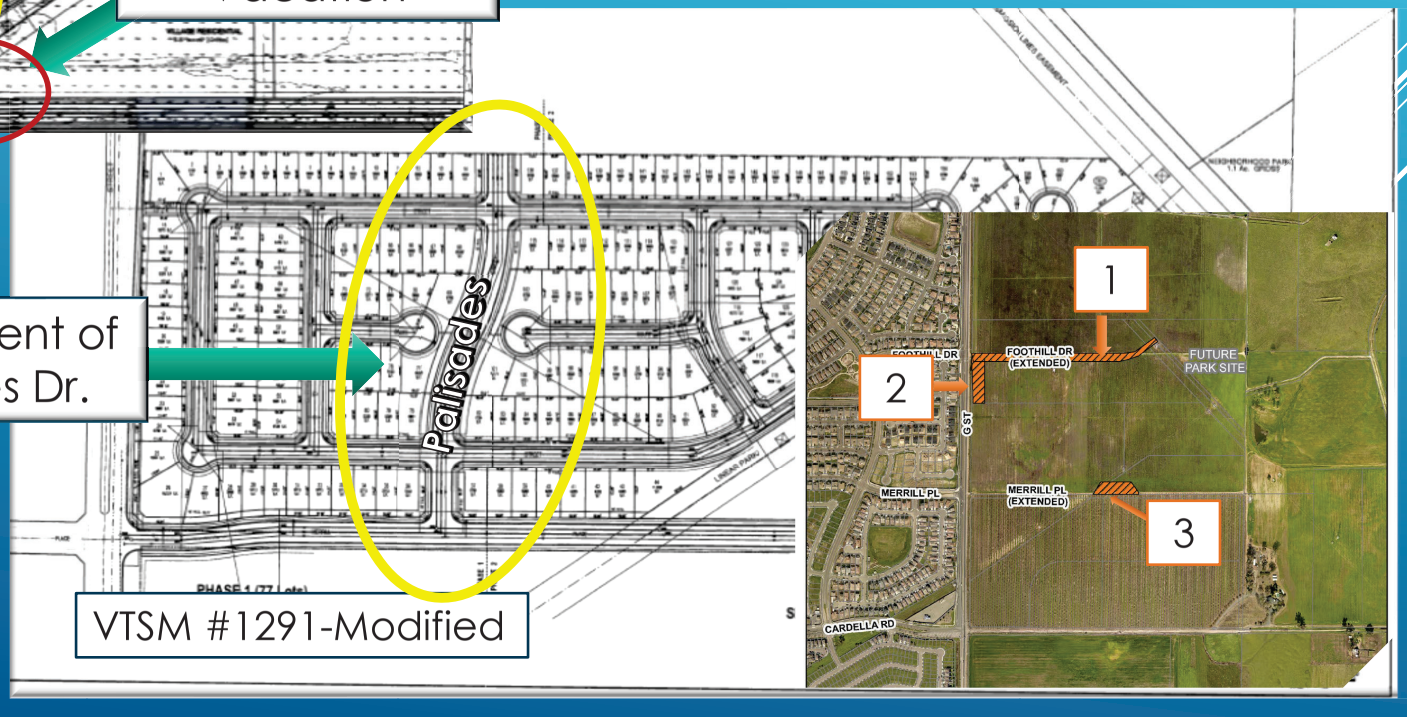




Merrill Place



Realignment of Palisades Dr.



Vacation Area #3, no longer needed.

City Council Action

- Approve Resolutions to vacate:
  1. Park Access along Foothill Drive (extended);
  2. Access easement on G Street;
  3. Merrill Place

ADMINISTRATIVE REPORT

Agenda Item J.4. Meeting Date: 8/3/2020

Report Prepared by: Francisco Mendoza-Gonzalez, Associate Planner, Development Services

SUBJECT: Public Hearing and Adoption of Resolution to Vacate a 315-Square-Foot Excess Portion of an Alley to the Adjacent Property at 1001 West 16th Street, Generally Located on the Northwest Corner of 16th Street and Q Street (Vacation #20-03)

REPORT IN BRIEF
Considers vacating an excess portion of an alley at 1001 W. 16th Street.

RECOMMENDATION
City Council - Adopt a motion adopting **Resolution 2020-50**, a Resolution of the City Council of the City of Merced, California, ordering the vacation of a 315-square-foot excess portion of an alley to the adjacent property at 1001 West 16th Street, generally located at the northwest corner of 16th Street and Q Street (Vacation #20-03).

ALTERNATIVES
1. Approve as recommended by the Planning Commission and staff; or,
2. Approve, subject to modifications by the City Council; or,
3. Deny; or,
4. Refer back to staff for reconsideration of specific items (specific items to be addressed in the motion); or
5. Continue to a future meeting (date and time to be specified in motion).

AUTHORITY
Part 3, Chapter 3 of the Streets and Highways Code of the State of California authorizes the City Council to vacate a right-of-way or easement. The vacation shall be made by adoption of a resolution setting a public hearing pursuant to Section 8320 of the Streets and Highways Code and shall be recorded pursuant to Section 8325. The City of Merced Administrative Policies and Procedures No. A-6 provides direction to staff for processing vacation requests, and City Resolution 86-80 establishes a policy concerning costs associated with the vacation.

CITY COUNCIL PRIORITIES
Not applicable.

DISCUSSION
Request

The subject site is adjacent to a vacant 0.33-acre parcel zoned Central Commercial (C-C) located at the northwest corner of 16th Street and Q Street (Attachment 1). Adjacent to the vacant parcel within the alley is an area that is 63 feet wide by 5 feet long, located near the northeast portion of the parcel. The applicant is requesting the vacation of this area so that they may develop a gas station on this site. This proposed gas station would go before the Site Plan Review Committee so that they may assess the proposed site plan and elevations (design review would also be considered as the subject site is within the City's Design Review Boundary) to ensure the project meets City standards, and provides adequate access to the City's safety divisions/Refuse Department.

The City's Engineering Department reviewed this proposal and could not determine the original purpose of this area or find any specific project that it was reserved for. However, the City's Engineering Department determined that this area would not be needed for any future City-related projects. The City's Engineering Department recommends vacating this area to give the property owner full rights to develop their land. If the City needs additional easements on this property, they can be requested when the property owner submits land use applications to develop this site.

After contacting all utility companies in the area, it was determined that no utilities were located within this area, and there are no plans to use this area in the future. Therefore, this area is no longer needed and should be vacated to give the property owners full use of their property. The General Plan does not address the abandonment of excess portions of alleys; and thus, this action does not conflict with any General Plan policies, text, or maps, so it can be considered "consistent."

History and Past Actions

At the Planning Commission meeting of June 17, 2020, the Planning Commission reviewed the vacation for consistency with the City's General Plan and found, by unanimous vote of those present, that the proposed vacation does not conflict with any General Plan policies, text, or maps, and is, therefore, consistent with the General Plan.

On July 6, 2020, the City Council adopted a Resolution of Intention and set August 3, 2020, as the date for the public hearing to consider Vacation #20-03 (see Attachments 4).

Recommendation

Staff is recommending the adoption of the Resolution at Attachment 5 to vacate the excess portion of an alley as described above.

IMPACT ON CITY RESOURCES

There would be no impact on City resources with this action.

ATTACHMENTS

1. Location Map
2. Legal Description
3. Vacation Map
4. City Council Resolution to set the Public Hearing for Vacation #20-03

5. Draft City Council Resolution for Vacation #20-03
6. Presentation


New China Cafe
W MAIN ST
R ST
Walgreens
Subject Site
Q ST
Gas-N-Save
W 16TH ST
El Bajio Market
N

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 031-114-009-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 15 AND 16 IN BLOCK 182, ACCORDING TO MAP ENTITLED, "SUPPLEMENTAL MAP OF TOWN OF MERCED", RECORDED MARCH 4, 1889 IN BOOK 1 OF MAPS, PAGE 12, AND NOW APPEARING IN VOL. 2 OF MAPS, PAGE 12, MERCED COUNTY RECORDS.

EXCEPTING THAT PORTION GRANTED TO THE CITY OF MERCED BY DEED RECORDED FEBRUARY 27, 1995, BOOK 3328, OFFICIAL RECORDS, PAGE 289, MERCED COUNTY RECORDS, (5335-95) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOT 16 OF BLOCK 182 AS SHOWN ON MAP OF TOWN OF MERCED, RECORDED IN VOLUME 2 OF RECORDED MAPS AT PAGE 12, MERCED COUNTY RECORDS, SAID AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS THE INTERSECTION OF THE WEST LINE OF Q STREET AND THE NORTH LINE OF WEST 16TH STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING COURSES AND DISTANCES:

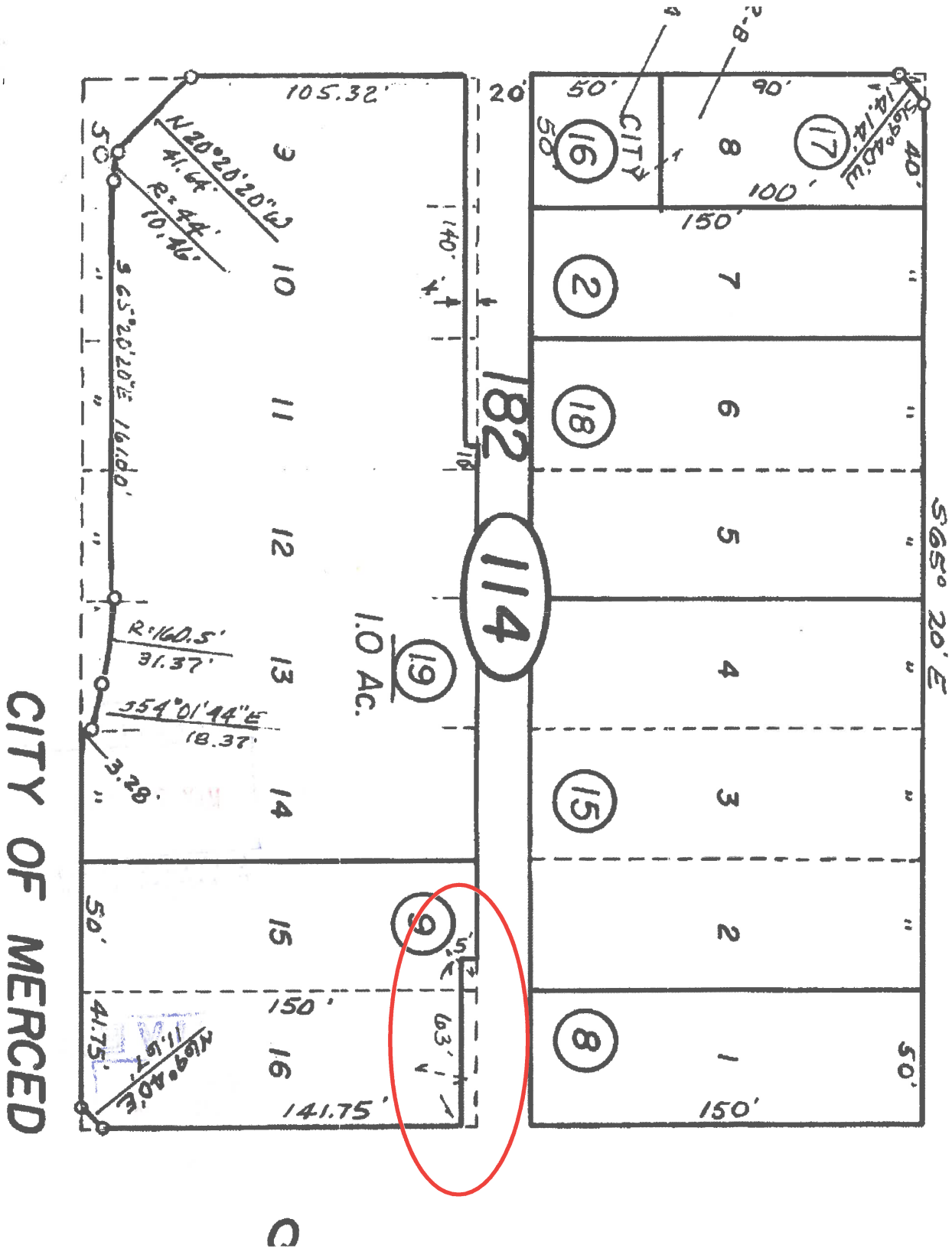
NORTH 65°20'00" WEST, 8.25 FEET; NORTH 69°40'00" EAST, 11.67 FEET; SOUTH 24°40'00" WEST, 8.25 FEET;

ALSO EXCEPTING THEREFROM THAT PORTION GRANTED TO THE CITY OF MERCED BY DEED RECORDED APRIL 28, 1998, INSTRUMENT NO. 14564, BOOK 3714, PAGE 685 OF OFFICIAL RECORDS, SAID AREA BEING MORE PARTICULARLY DESCRIED AS FOLLOWS:

BEING A PORTION OF LOTS 15 AND 14 IN BLOCK 182 AS SHOWN ON "SUPPLEMENTAL MAP TO TOWN OF MERCED", RECORDED IN VOLUME 2 OF OFFICIAL PLATS AT PAGE 12, MERCED COUNTY RECORDS, LYING IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 13 EAST, M.D.B.&M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 5.00 FEET OF SAID LOT 16 ALSO THE SOUTHEASTERLY 13.00 FEET OF THE NORTHEASTERLY 5.00 FEET OF SAID LOT 15.

Parcel Map Enlarged



RESOLUTION NO. 2020-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA, DECLARING ITS INTENTION TO VACATE A 315-SQUARE FOOT EXCESS PORTION OF AN ALLEY TO THE ADJACENT PROPERTY AT 1001 WEST 16TH STREET, GENERALLY LOCATED AT THE NORTHWEST CORNER OF 16TH STREET AND Q STREET (VACATION #20-03) AND SETTING TIME AND PLACE FOR PUBLIC HEARING

WHEREAS, the City Engineer of the City of Merced has recommended that the hereinafter described area is unnecessary for prospective public purposes; and

WHEREAS, the City Engineer has filed maps or plans with the City Clerk of the City of Merced showing the area to be vacated at a specific time that will be determined.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The City Council of the City of Merced declares its intention to proceed under the provisions of Part 3 of the Streets and Highways Code of the State of California, being the Public Streets, Highways, and Service Easements Vacation Law, Chapter 3, to vacate an excess portion of an alley to the adjacent property at 1001 West 16th Street, generally located on the northwest corner of 16th Street and Q Street (Vacation #20-03), as described in Exhibit "A" and shown on the map at Exhibits "B" attached hereto and incorporated herein by this reference.

SECTION 2. Reference is made to the maps and plans which are filed in the office of the City Clerk of the City of Merced for further particulars as to the proposed vacation and reservation.

SECTION 3. August 3, 2020, at the hour of 6:00 p.m. of said day in the Council Chamber of the City Council, 678 West 18th Street, Merced, California, is

fixed as the time and place for hearing all persons interested in or objecting to the proposed vacation. Said hearing may be postponed or continued.

SECTION 4. The City Engineer is directed to post or cause to be posted at least two weeks before the date set for hearing not less than two (2) notices of vacation of the area, not more than three hundred (300) feet apart, conspicuously along the lines of said portion of the public street proposed to be vacated, stating adoption of this resolution and the time and place of the hearing herein called. Posting a copy of this resolution shall constitute the posting of the required notice.

SECTION 5. The City Clerk is directed to cause a copy of this Resolution to be published once each week for two successive weeks prior to the public hearing in the official newspaper.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the 6th day of July 2020, by the following vote:

AYES: 6 Council Members: BLAKE, MARTINEZ, MCLEOD, MURPHY, SERRATTO, SHELTON

NOES: 0 Council Members: NONE

ABSENT: 1 Council Members: ECHEVARRIA

ABSTAIN: 0 Council Members: NONE

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

_____ 6-24-2020
City Attorney Date

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 031-114-009-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 15 AND 16 IN BLOCK 182, ACCORDING TO MAP ENTITLED, "SUPPLEMENTAL MAP OF TOWN OF MERCED", RECORDED MARCH 4, 1889 IN BOOK 1 OF MAPS, PAGE 12, AND NOW APPEARING IN VOL. 2 OF MAPS, PAGE 12, MERCED COUNTY RECORDS.

EXCEPTING THAT PORTION GRANTED TO THE CITY OF MERCED BY DEED RECORDED FEBRUARY 27, 1995, BOOK 3328, OFFICIAL RECORDS, PAGE 289, MERCED COUNTY RECORDS, (5335-95) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOT 16 OF BLOCK 182 AS SHOWN ON MAP OF TOWN OF MERCED, RECORDED IN VOLUME 2 OF RECORDED MAPS AT PAGE 12, MERCED COUNTY RECORDS, SAID AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS THE INTERSECTION OF THE WEST LINE OF Q STREET AND THE NORTH LINE OF WEST 16TH STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING COURSES AND DISTANCES:

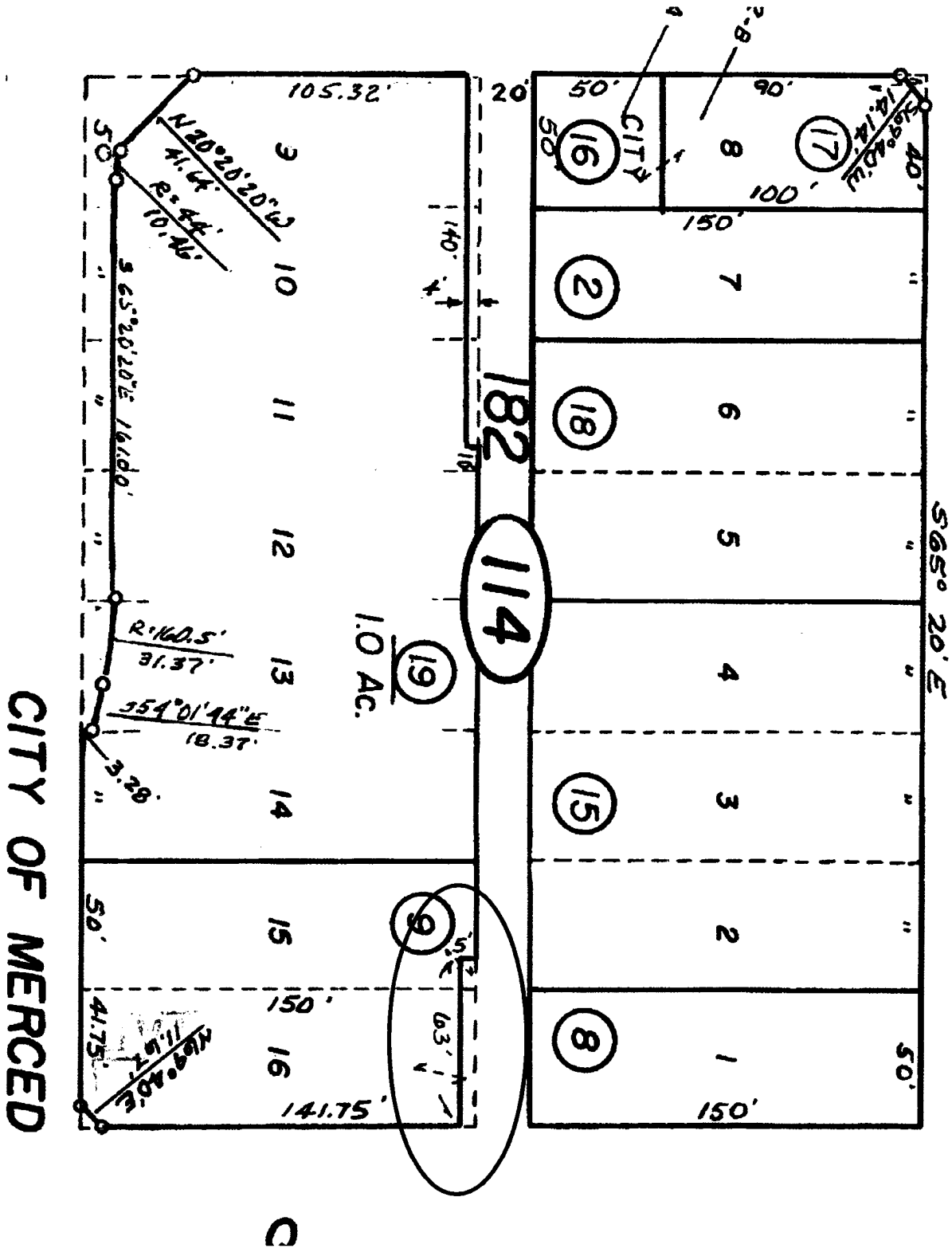
NORTH 65°20'00" WEST, 8.25 FEET; NORTH 69°40'00" EAST, 11.67 FEET; SOUTH 24°40'00" WEST, 8.25 FEET;

ALSO EXCEPTING THEREFROM THAT PORTION GRANTED TO THE CITY OF MERCED BY DEED RECORDED APRIL 28, 1998, INSTRUMENT NO. 14564, BOOK 3714, PAGE 685 OF OFFICIAL RECORDS, SAID AREA BEING MORE PARTICULARLY DESCRIED AS FOLLOWS:

BEING A PORTION OF LOTS 15 AND 14 IN BLOCK 182 AS SHOWN ON "SUPPLEMENTAL MAP TO TOWN OF MERCED", RECORDED IN VOLUME 2 OF OFFICIAL PLATS AT PAGE 12, MERCED COUNTY RECORDS, LYING IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 13 EAST, M.D.B.&M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 5.00 FEET OF SAID LOT 16 ALSO THE SOUTHEASTERLY 13.00 FEET OF THE NORTHEASTERLY 5.00 FEET OF SAID LOT 15

Parcel Map Enlarged



RESOLUTION NO. 2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERCED, CALIFORNIA ORDERING THE VACATION OF A 315-SQUARE-FOOT EXCESS PORTION OF AN ALLEY TO THE ADJACENT PROPERTY AT 1001 WEST 16TH STREET, GENERALLY LOCATED AT THE NORTHWEST CORNER OF 16TH STREET AND Q STREET (VACATION #20-03)

WHEREAS, by adoption of Resolution No. 2020-43 on July 6, 2020, the City Council declared its intention to consider the vacation of a portion of an alley in the City of Merced, consisting of a 315-square-foot area along 1001 West 16th Street, generally located at the northwest corner of 16th Street and Q Street (Vacation #20-03), and more particularly described in Exhibit A and shown in Exhibit B, attached hereto and incorporated herein by this reference, and set a public hearing thereon; and

WHEREAS, Resolution No. 2020-43 fixed a time and place for hearing all persons interested in or objecting to the proposed vacation to wit: On Monday, August 3, 2020, at the hour of 6:00 p.m. of said day, in the Council Chambers of the City Council, 678 West 18th Street, Merced, California, which said time was not less than fifteen (15) days from the above-mentioned date and passage of Resolution No. 2020-43; and

WHEREAS, Resolution No. 2020-43 was published in the manner prescribed by Section 8320 of the Streets and Highways Code of the State of California; and

WHEREAS, the public hearing occurred on August 3, 2020; and

WHEREAS, On July 20, 2020, notices were conspicuously posted along the lines of the property proposed to be vacated, which notices consisted of copies of Resolution No. 2020-43; and

WHEREAS, the vacation of the dedication as proposed by Resolution No. 2020-43 was submitted to the Planning Commission on June 17, 2020,

which found the proposed vacation to be in conformity with the general plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council finds from all of the evidence submitted that the portion of an alley in the City of Merced, as described on Exhibit A and shown on Exhibit B, is unnecessary for present or prospective public use.

SECTION 2. It is hereby ordered that the irrevocable offer of dedication for public use and any and all interests held by the city concerning the above described property be and the same is hereby vacated, pursuant to the provisions of Part 3, Division 9, of the Streets and Highways Code of the State of California, being the Public Streets, Highways, and Services Easements Vacation Law, section 8300 *et seq.*

SECTION 3. The City Clerk is directed to cause a certified copy of this resolution, attested under seal of the City of Merced, to be recorded in the Office of the County Recorder of Merced County.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ of _____, 2020, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

_____
Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY:_____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: Theresa A. Nha 6/30/2020
City Attorney Date

EXHIBIT A
5.00 FOOT ALLEY
RIGHT OF WAY VACATION
LEGAL DESCRIPTION

Being a portion of Lot 15 and Lot 16 in Block 182 as shown on "Supplemental Map to Town of Merced", recorded in Volume 2 of Official Plats at Page 12, Merced County Records, lying in the Southeast quarter of Section 24, Township 7 South, Range 13 East, Mount Diablo Meridian, described in Grant Deed recorded as Volume 3714 of Official Records, Page 685, on April 28, 1998, Merced County Records, more particularly described as follows:

The Northeasterly 5.00 feet of said Lot 16 also the Southeasterly 13.00 feet of the Northeasterly 5.00 feet of said Lot 15.

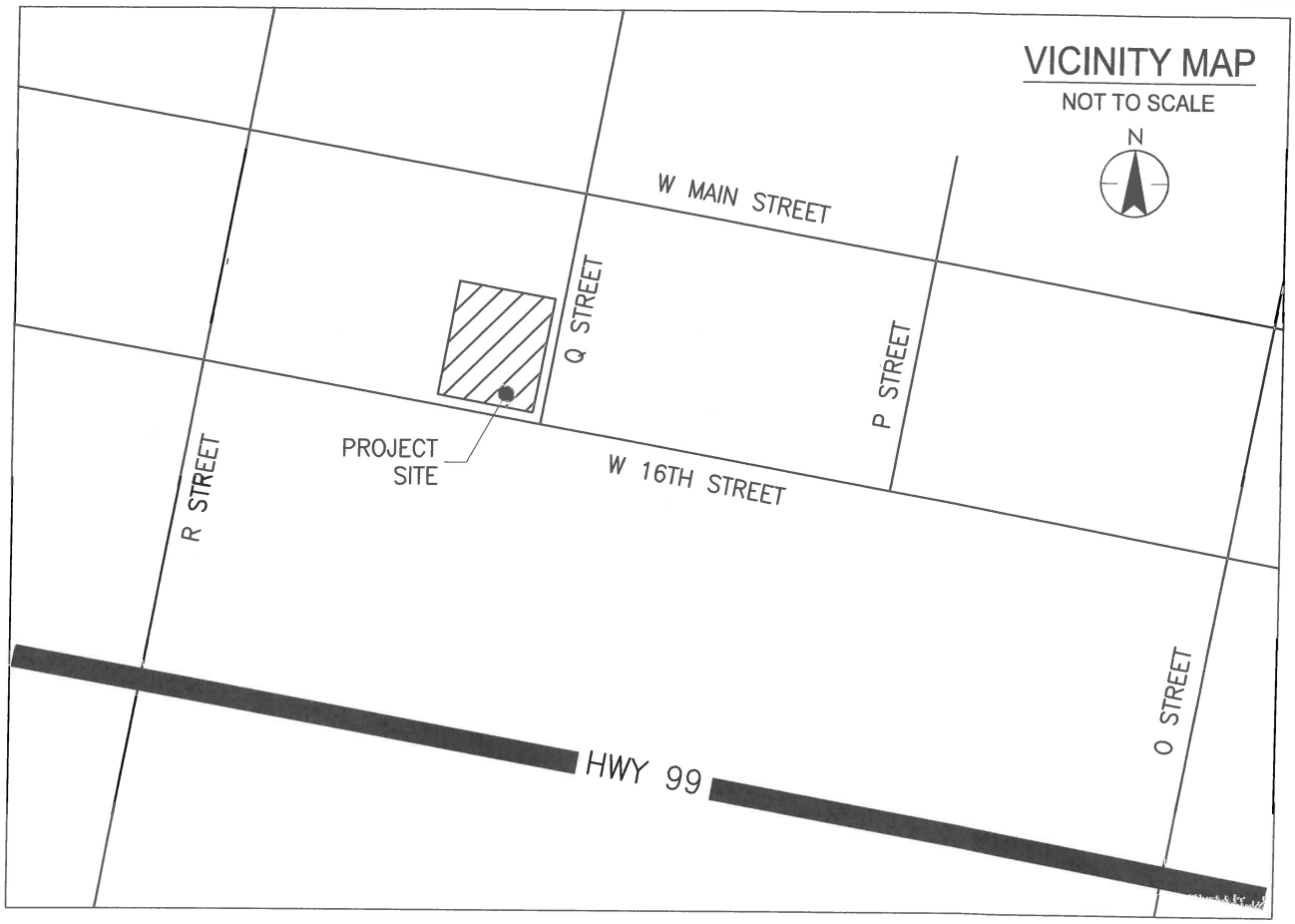
Containing a net area of 315 square feet, more or less.

See Exhibit B attached hereto and made a part hereof.

Kaiser I. Shahbaz, P.L.S. 8599

7/28/2020
Date





REFERENCES:

(R1) VOLUME 31 OF SURVEYS, PAGE 7, M.C.R.
(R2) VOLUME 2 OF OFFICIAL PLATS, PAGE 12, M.C.R.
(R3) VOLUME 3714 OF OFFICIAL RECORDS, PAGE 685, M.C.R.

OWNER:

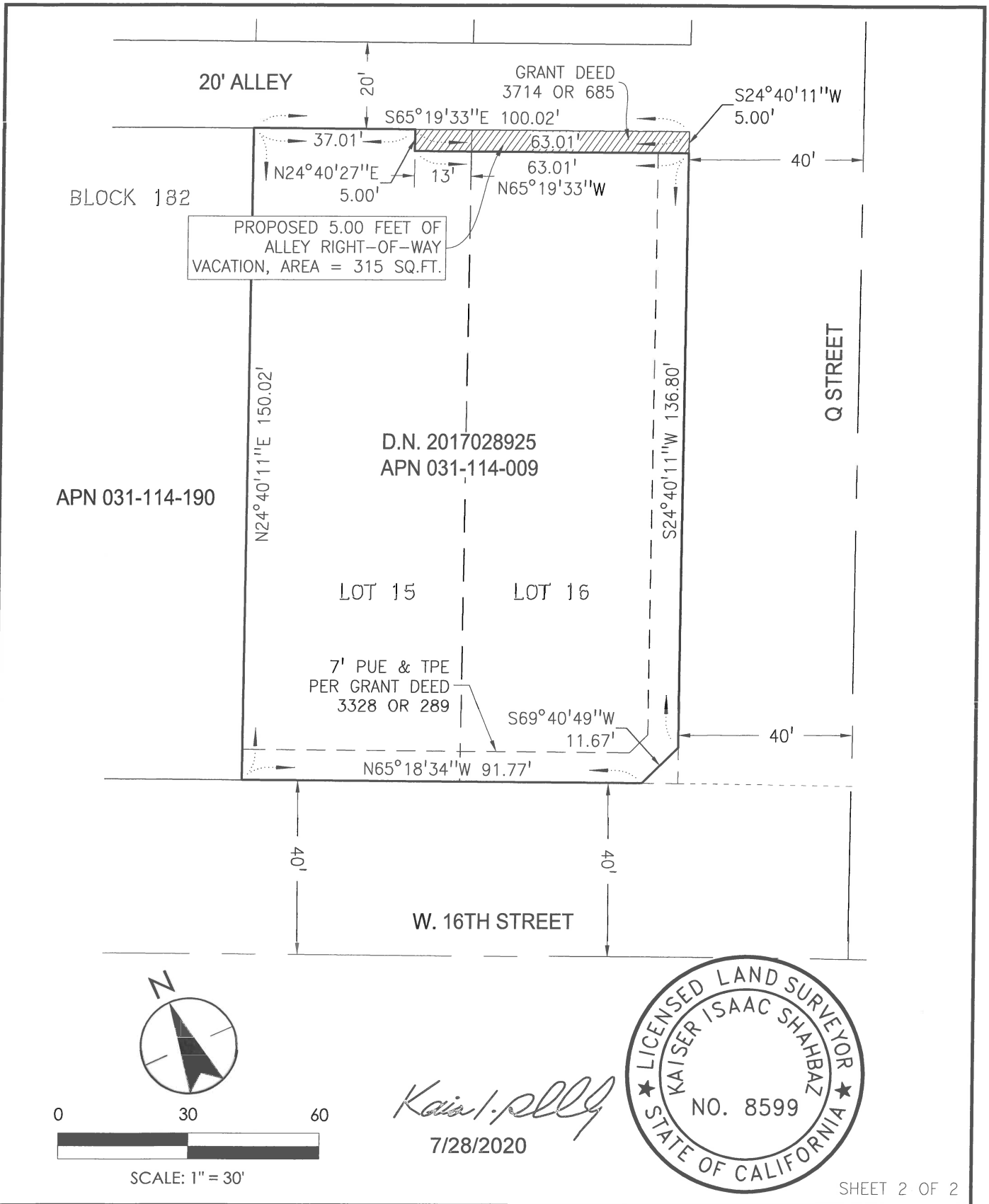
GOLDEN STATE REALTY ASSOCIATION,
A CALIFORNIA CORPORATION
819 W. 16TH STREET
MERCED, CA 95340

Kaiser I. Shahbaz
7/28/2020

LICENSED LAND SURVEYOR
KAISER ISAAC SHAHBAZ
NO. 8599
STATE OF CALIFORNIA

SHEET 1 OF 2

VVH CONSULTING ENGINEERS 430 10th Street Modesto, CA 95354 Tel: 209.568.4477 Fax: 209.568.4478	W:\12050200\survey\drawing\sheet files\12050200_PLAT.dwg 7/28/20 11:48	EF	JULY 2020
	GOLDEN STATE REALTY CORP. 819 W. 16TH STREET MERCED, CA 95340	5.00 FEET ALLEY ROW VACATION APN: 031-114-009 MERCED, CA	EXHIBIT B



SHEET 2 OF 2

VVH CONSULTING ENGINEERS 430 10th Street Modesto, CA 95354 Tel: 209.568.4477 Fax: 209.568.4478	W:\12050200\survey\drawing\sheet files\12050200_B-2.dwg 7/28/20 11:47	EF	JULY 2020
	GOLDEN STATE REALTY CORP. 819 W. 16TH STREET MERCED, CA 95340	5.00 FEET ALLEY ROW VACATION APN: 031-114-009 MERCED, CA	EXHIBIT B

Vacation #20-03

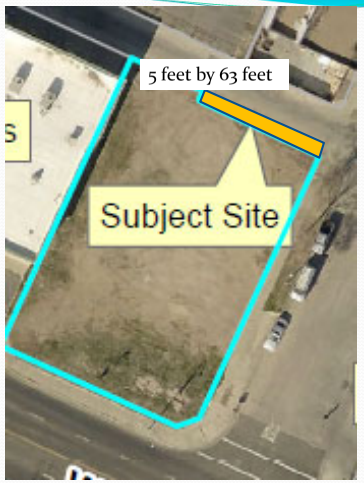
Mohammed Jawad
Vacate Portion of Alley
New Gas Station
1001 W. 16th Street

1

- The applicant is requesting the vacation of 315-s.f. strip of land adjacent to the alley.

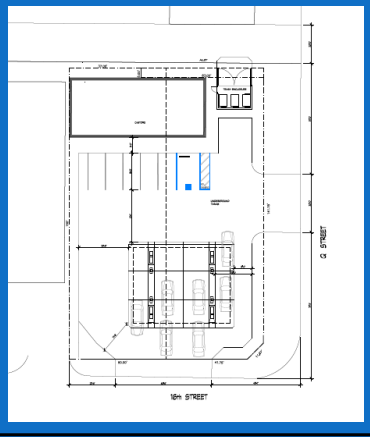


2



3

Draft Site Plan



4

Engineering Department

- The Engineering Department determined that the City has no need for this portion of the alley.
- If other easements are needed, the Engineering Department may request them during the Site Plan Review Permit process when the applicant is ready to develop the gas station.

5

Background

- On June 17, 2020, the Planning Commission adopted a finding noting that the vacation does not conflict with any General Plan policies, text, or maps.
- On July 6, 2020, the City Council adopted a resolution to set this public hearing.

6

After Opening the Public Hearing the City Council may take action.

Questions? Comments? Concerns?

7

ADMINISTRATIVE REPORT

Agenda Item K.1. Meeting Date: 8/3/2020

Report Prepared by: Stephanie Dietz, Acting City Manager and Venus Rodriguez, Finance Officer

SUBJECT: Approval to Accept Coronavirus Relief Funds from the State of California Department of Finance up to the Allocated Amount of $1,088,029, Appropriating $144,014 to Cover Expenditures Due to COVID-19 in Fiscal Year 2020-2021, and Approval of Policy Items Implemented During the COVID-19 Declared Local Emergency

REPORT IN BRIEF

Approving the acceptance of Coronavirus Relief Funds from the State of California Department of Finance up to the allocated amount of $1,088,029, appropriating $144,014 to cover expenditures due to COVID-19. In addition, this item seeks the Council's approval on two policy items implemented during the COVID-19 declared local emergency.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the acceptance of up to $1,088,029 in Coronavirus Relief Funds from the State of California Department of Finance; and,

B. Approving an appropriation in the amount of $144,014 in order to cover COVID-19 expenditures in Fiscal Year 2020-2021; and,

C. Approving the allocation of compensated time off (CTO) hours in the amount of $537,805 to Essential Employees in Fiscal Year 2019-20; and,

D. Approving the Administrative Leave paid hours in the amount of $655,406 to City employees due to the closure of City Hall and other City facilities in Fiscal Year 2019-20; and,

E. Authorizing the Finance Officer to make any necessary budget adjustments necessary.

ALTERNATIVES

1. Approve, as recommended by staff; or,
2. Approve subject to other than recommended by staff (identify specific findings and or conditions amended to be addressed by City Council motion); or,
3. Deny; or,
4. Refer back to staff for reconsideration of specific items (specific items to be addresses in the motion); or
5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY
Merced City Charter, Section 1105 and MMC section 8.20.080.

CITY COUNCIL PRIORITIES
City Council ratified Local Emergency due to COVID-19 on March 16,2020 with Resolution 2020-10.

DISCUSSION
Background

The novel coronavirus outbreak began in Wuhan China in 2019 and spread across the globe and into the United States. As of 3:30 p.m. Friday, July 24, 2020, there are 3,245 positive cases of COVID-19 in Merced County, with 27 deaths, and 428,689 positive cases in California with 8,187 deaths.

Friday, March 13, 2020, the President of the United States declared a national emergency due to the outbreak. Also, on Friday, Merced County declared a state of emergency. This followed the March 4, 2020 state of emergency that was declared by Governor Newsom. The City of Merced City Manager also declared a local emergency as the Director of Emergency Services. On May 18, 2020, the City of Merced City Council ended the local emergency declaration for the City of Merced although financial impacts have continued due to the increase in COVID-19 spread in Merced County and continuous modified business operations put in place by Governor Newsom.

Coronavirus Relief Funds

The Federal Government allocated Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to states and only to cities with a population over 500,000 in order to help with the financial impacts due to COVID-19. Cities with a population less than 500,000 were not automatically allocated funding but were reliant on states to allocate a local share of any of the federal allocation. In July, cities were informed by the State of California that they would distribute $500 million of CARES Act funding through a local allocation to counties and cities. Through this action, the City of Merced was allocated $1,088,029 and was required to submit a certification of interest in receiving the funds by July 10th or else funding would be forfeited. Funding is contingent on adherence to Federal guidance, the state's stay-at-home requirements, and other health requirements as directed by the Governor, any subsequent executive orders or statues, and all California Department of Public Health orders, directives, and guidance issued in response to COVID-19 public health emergency. In an effort to preserve the City's ability to receive funding, the City submitted the certification of interest in receiving the funds by the required deadline. We are seeking direction from the Council on the proposed expenditure plan.

The local allocation will be funded in six installments. The City will initially be given three installments by September 1, 2020, equaling $544,014. In order to receive the remaining allocation, a COVID-19 expenditure report for expenses already incurred and an expenditure plan for the remaining funds is due to the State by September 1, 2020. If the plan is approved by the State, the City will be given the remaining three installments. Should the State determine expenditures are ineligible, repayment of funds will be required for reallocation to other local municipalities. Eligible expenses need to be

incurred between March 1, 2020 and December 30, 2020, necessary due to the COVID-19 public health emergency, and not accounted for in the approved budget, except COVID-19 related supplemental appropriations or budget adjustments. The CARES Act does not allow backfilling of lost revenue. The City is subject to state and federal reviews and/or audits and will be required to retain supporting documents for five years. The State will continue to release guidance as needed.

Eligible expenditures for the City of Merced include, but are not limited to:

- Emergency medical response and transportation
- Disinfection of public areas and other facilities
- Public Safety measures in response to COVID-19
- Substantially dedicated payroll expenses
- Staff that was “repurposed” to an “unbudgeted” function instead of laid off
- Overtime hours
- Telework capabilities for public employees
- Providing paid sick leave, paid family and medical leave to public employees
- Grants to small businesses for costs of business interruption
- Grant or financial assistance-payment of rent/mortgage to avoid eviction or for funeral expenses
- Unemployment insurance if not reimbursed by the federal government
- Hazard pay and overtime if substantially dedicated

Staff recommends seeking reimbursement, contingent on approval of the plan by the state, for the following:

<u>Proposed Fiscal Year 2019-20 Actual Expenditures</u>

- COVID-19 Supplemental appropriation approved of up to $150,000
    - Medical supplies
    - Personal protective equipment (PPE)
    - Remote work software and hardware
    - Office supplies to support EOC
    - Cleaning Supplies
- Gift Bar stimulus of $250,000
- Repurposing employees to COVID-19 functions/Overtime
    - Parks and Recreation employees repurposed to monitoring City Hall
    - Fire Department employees repurposed to COVID-19 tasks
- Paid sick leave, paid family and medical leave due to COVID-19

<u>Proposed Fiscal Year 2020-21 Expenditures and Plan</u>

- Information Technology overtime due to virtual Council and Commission Meetings-$4,000
- COVID-19 Community Outreach Campaign $20,000
- Unemployment Claims not reimbursed by the federal government- $75,000
- Paid sick leave, paid family and medical leave due to COVID-19
- Disaster Service Worker CTO financial impact - Liability of $505,500, estimated overtime and benefit impact of approximately $320,000

- Medical supplies, personal protective equipment, and disinfecting services.

Not all expenditures are known at this time. Staff is working to complete the necessary calculations in order to report to the State by September 1st. If the total of these recommendations are less than the allocation of $1,088,029, the City Council could direct staff on how they would like the remaining funds to be programmed based on the eligible expenditures listed above.

During the declared local emergency, polices were implemented to allow for the continuity of City services and to maintain essential services to the citizens of Merced.

CTO Essential Hours

Many employees considered "essential" continued to report to their regular City site or an emergency work site during the COVID-19 pandemic. In appreciation for those employees' efforts, the City offered a temporary COVID-19 Worker incentive plan.

The CTO incentive was for City of Merced employees who are required, by their department head, to report regularly to a work site and have direct contact with members of the public in order to assist the City in ensuring essential services were provided to the community without disruption.

Depending on the assigned hours worked, the essential worker would earn so many hours of CTO. For example, fire personnel assigned to a 24-hour shift earned 12 hours of CTO for every 56 regular hours actually worked at an approved City site. The CTO hours are required to be used by June 30, 2021 or they expire. They were not to be cashed out, sold back, or counted/credited towards years-of-service or carried over.

CTO hours were earned while the City's emergency declaration was in place. From March 13, 2020 to May 18, 2020, the expense incurred, for CTO hours earned by employees designated as essential, was $537,805.

Administrative Paid Leave

In an effort to comply with the Governor's shelter in place orders, those employees considered to be "non-essential" were allowed to either work from home full-time or were asked to report to work on a modified schedule to allow for the implementation of appropriate social distancing measures. As not all assignments could be accommodated remotely, the decision was made to allow for employees designated as non-essential to be placed on paid administrative leave while not working. This policy decision resulted in an unanticipated expense of $655,406. As these payroll expenses were accounted for as part of the FY 2019/20 budget process and did not directly support the local response to COVID-19, they are not eligible for CARES Act funding reimbursement. With this item, staff is seeking Council approval of the prior decision. Moving forward, accommodations necessary for childcare or wellness will be evaluated on a case-by-case basis, with consideration provided to allow for adjustments to daily schedules, modifying regular workday alternative schedules as permitted by approved memorandums of understandings, or by allowing working remotely for no more than 16 hours per week on a temporary basis as approved by the City Manager.

IMPACT ON CITY RESOURCES

The additional appropriation of $144,014 is to cover IT overtime, community outreach campaign costs, unemployment claims, medical supplies, PPE, and disinfecting supplies and services. Reimbursement by the State will include expenditures from the prior fiscal year. Once actual expenses, the expenditure plan, and reimbursements are approved by the State and reconciled by City staff we will come back to the City Council with an update and an additional appropriation request.

CTO Essential hours are to be taken as time off by June 30, 2021 or else will be forfeited. The fiscal impact is approximately $320,000 in overtime and other benefits caused by any position that would take this time off that would need to be backfilled with overtime hours. Staff is recommending that funding be allocated in the expenditure plan to mitigate the impact of overtime to departmental budgets with staff designated as essential.

Administrative leave paid did not cause any additional financial impact as the payroll costs were budgeted and expected to be paid.

ATTACHMENT

1. Coronavirus Relief Funds Certification

CERTIFICATION FOR RECEIPT OF FUNDS PURSUANT TO PARAGRAPHS (2) OR (3) OF SUBDIVISION (d) OF CONTROL SECTION 11.90 OF THE BUDGET ACT OF 2020

I, Steven S. Carrigan, am the chief executive or authorized designee of City of Merced, and I certify that:

1. I have the authority on behalf of City of Merced to request payment from the State of California ('State') pursuant to the applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020.

2. I understand the State will rely on this certification as a material representation in making a direct payment to City of Merced.

3. City of Merced's proposed uses of the funds provided as direct payment under the applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020 will be used only for costs that:

    a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
    b. Were not accounted for in the budget most recently approved as of March 27, 2020, for City of Merced
    c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

4. City of Merced agrees to do all of the following as a condition of receipt of funds:

    a. Adhere to federal guidance and the state's stay-at-home requirements and other health requirements as directed in gubernatorial Executive Order N-33-20, any subsequent Executive Orders or statutes, and all California Department of Public Health orders, directives, and guidance in response to COVID-19 emergency.
    b. Use the funds in accordance with all applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020.
    c. Report on expenditures and summarize regional collaboration and non-duplication of efforts within the region by September 1, 2020, and return any funds that are unspent by October 30, 2020 (unless extended by the Department of Finance based on reported expenditures to date), and repay the state for any cost disallowed after federal review.
    d. Retain records to support reported COVID-19 eligible expenditures and participate in audits as outlined by the federal government and State.

CERTIFICATION FOR RECEIPT OF FUNDS PURSUANT TO PARAGRAPHS (2) OR (3) OF SUBDIVISION (d) OF CONTROL SECTION 11.90 OF THE BUDGET ACT OF 2020

By: STEVE CARRIGAN

Signature: [signature]

Title: CITY MANAGER

Date: JULY 1, 2020

The completed certification must be submitted by email to:

CRFApplications@dof.ca.gov

Certifications must be received by no later than 11:59 p.m. Pacific Daylight Time on July 10, 2020. Certifications received after that time may be disallowed. The subject line of the email shall only contain the name of the local government entity (i.e. City of xxx or County of xxx).

APPROVED AS TO FORM:

[signature] 7/1/2020

PHAEDRA A. NORTON Date
City Attorney

ADMINISTRATIVE REPORT

Agenda Item K.2. Meeting Date: 8/3/2020

Report Prepared by: Jennifer Levesque, Acting Assistant City Clerk

SUBJECT: Consideration of the Recommendation by the Arts and Culture Advisory Commission for a Street Mural with the Phrase "Black Lives Matter" on Canal Street (South of Bob Hart Square) and Provide Staff Direction on the Development of a Street Mural Policy

REPORT IN BRIEF

Request made from the NAACP, the Hispanic Chamber of Commerce, WeCed and the United Way, as the lead applicant, to the Arts and Culture Advisory Commission for a proposed street mural with the phrase "Black Lives Matter" on Canal Street. Also seeks direction on developing a policy for future street mural requests.

RECOMMENDATION

City Council - Adopt a motion:

A. Approving the Arts and Culture Advisory Commission's recommendation to support the proposed street mural of the phrase "Black Lives Matter" on Canal Street, south of Bob Hart Square; or

B. Provide staff direction on developing a policy for future street mural requests for review and recommendation by the Arts and Culture Advisory Commission for approval by the City Council which incorporates the government speech doctrine.

ALTERNATIVES

1. Approve as recommended by the Arts and Culture Advisory Commission and staff; or,
2. Approve, subject to modifications by the City Council; or,
3. Deny; or,
4. Refer back to staff for reconsideration of specific items (specific items to be addressed in the motion); or
5. Continue to a future meeting (date and time to be specified in motion).

AUTHORITY

City of Merced Charter, Section 200

CITY COUNCIL PRIORITIES

As provided for in the 2020-21 Adopted Goals & Priorities, City Beautification, Public Art

DISCUSSION

The NAACP, the Hispanic Chamber of Commerce, and WeCed Organizations presented their Black Lives Matter street mural project to the Arts and Culture Advisory Commission. They requested the Commission to give their recommendation to the City Council the location of the project as well as their support for the proposed mural. The Arts and Culture Advisory Commission unanimously voted to strongly recommend the support of the City Council for the proposed mural and unanimously voted to place the proposed mural on Canal Street and 16th Street.

IMPACT ON CITY RESOURCES

The proposed project has received funding from the community, no anticipated impact on city resources. Should the Council request staff to assist, in-kind staff time would be available to support the project.

ATTACHMENTS

1. Encroachment Permit Application
2. Summary of project, aerial of proposed project, COVID-19 proposed plan
3. Presentation

ENGINEERING ENCROACHMENT APPLICATION

Department of Public Works
Engineering Department
678 West 18th Street
Merced, CA 95340
Phone: 209-385-6846 for information
Email: encroachmentpermit@cityofmerced.org

For Office use only

Fire Hydrant Deposit:_____

Encroachment Permit Fee:_____

Total Deposit and/or Fee: $ _____

PERMIT NUMBER: _____

WORK ORDER NUMBER: _____

PLEASE PRINT CLEARLY AND FILL IN ALL APPLICABLE SECTIONS

PROJECT INFORMATION

PROJECT NAME: Black Lives Matter Street Mural

PROJECT SITE ADDRESS / LOCATION:
Canal / Bob Hart Square 16th Street

☐ PRIVATE ☐ UTILITY COMPANY ☑ PUBLIC AGENCY APN:_____-_____-_____

WORK DESCRIPTION: (Fully describe work within City's Right-of-Way, including any street or lane closures. Attach separate sheet if necessary. Attach complete plans, specifications, product submittals, calculations, maps, etc. where applicable)

We need to close CANAL between 16th and Bob Hart Square. Also alley access to CANAL from K thru M street needs to be blocked.

CHECK THE APPROPRIATE CATEGORIES BELOW WHICH DESCRIBES THE PROJECT:

☑ New Construction	☐ Street Lights	☐ Fire Hydrant(s)	☑ Flags, signs, banners, decorations
☐ Maintenance or Repair	☐ Sewer main, lateral	☐ Storm Drain, lateral	☐ Water main, lateral
☐ Curb/gutter, driveway approach, sidewalk, curb return		☑ Street Surfacing	☐ Public utility repair/install

Estimated Start Date August 14, 2020 Estimated End Date August 16, 2020

(Permit shall be inactive after 30 calendar days, time maybe extended at the discretion of the City Engineer, additional fees may apply)

ATTACHED DOCUMENTS:

☐ CERTIFICATE OF INSURANCE	☑ CONSTRUCTION PLANS	☐ TRAFFIC CONTROL PLANS	☐ MONUMENT PRESERVATION CERTIFICATE
☐ CITY BUSINESS LICENSE	☐ N.P.D.E.S. (SWPPP) PERMIT	☐ OTHER PERMITS (Fish & Wildlife, Army Corp Engineer, State Water Board, Caltrans)	

FOR GRADING PROJECTS PLEASE INCLUDE THE CALIFORNIA STATE WATER BOARDS STORM WATER DISCHARGE IDENTIFICATION NUMBER

W.D.I.D. NUMBER: _____

CONTRACTOR:

NAME: United Way of Merced County
LICENSE NUMBER: N/A CLASSIFICATION : N/A
ADDRESS: 531 West Main Street
CITY/STATE/ZIP Merced CA 95340
PHONE: (209) 3834242 FAX: (____) _____
EMAIL: ceo@unitedwaymerced.org

(Contractor shall sign the Encroachment Permit)

APPLICANT/OWNER AUTHORIZATION

NAME: United Way of Merced County
COMPANY: Black Lives Matter Street Mural
ADDRESS: 531 West Main Street
CITY/STATE/ZIP Merced CA 95340
PHONE: (209) 5665422 FAX: (____) _____
EMAIL: ceo@unitedwaymerced.org

CHOOSE ONE:

☐ I am the sole owner and herby authorize the filing of this application.

☐ I am a representative of a Utility Company and I have been given authorization to sign this encroachment permit on their behalf.

☑ I own the project site jointly with one or more persons and am empowered to authorize the filling of this application on behalf of my fellow property owners

City of Merced Encroachment Permit Terms and Conditions

1. **ACCEPTANCE OF PROVISIONS.** Permittee's engagement in any activity under this permit shall constitute an acceptance of provisions.
2. **KEEP PERMIT ON THE JOBSITE.** This Permit shall be kept at the site of the work and must be shown to any representative of the City of Merced.
3. **ENCROACHMENT ON CITY RIGHT OF WAY ONLY.** This Permit only relates to encroachment on the City's easements and right-of-way. This permit does not address encroachment on the real property or right to real property belonging to any other entity. The City makes no warranty concerning this encroachment and the real property, or the right to real property to any other entity. Permittee places this encroachment at its own risk.
4. **ADDITIONAL AUTHORIZATION.** Permittee shall secure written authorization, order or consent, prior to the performance of any work hereunder, from any private or public entity, or other lawful authority which may pertain to the use of right-of-away or real property and the type of activity for which this permit is granted. This Permit shall be suspended in operation unless and until such authorization, order or consent is obtained.
5. **MAINTENANCE.** Permittee shall exercise reasonable care to maintain properly any encroachment placed by it in the public right-of-way and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right-of-way as a result of activities performed under this permit, including any and all damage to the right-of-way which would not have occurred had such work not been done or such encroachment not placed therein. The City shall not be held responsible for any damage to any improvements or facilities installed by Permittee under this permit, whether said damage is caused by the City or its agent or otherwise.
6. **CLEAN UP RIGHT OF WAY.** Upon completion of any activity under this permit, the job site and surrounding area shall be placed in the same condition or better than it was immediately prior to work, for example, all brush, timber, scraps, trash and material shall be entirely removed and the right-of-way left in as presentable condition as before work started. In instances where work affects City facilities (sidewalks, roadway pavement), the surrounding area must be returned to current City standards.
7. **CONSTRUCTION.** All construction activity pursuant to this permit shall conform to City of Merced Standard Specification. All of the work shall be done subject to the supervision of, and to the satisfaction of, the City of Merced.
8. **FUTURE MOVEMENT OF WORK OR INSTALLATION.** Whenever the City desires to construct, reconstruct or do maintenance work on City facilities on the right-of-way, or to use the right-of-way for any purpose, the Permittee shall, upon request of the City, immediately move, remove, relocate or otherwise change, any improvements, work or installation on the right-of-way, all at the sole expense of the Permittee.
9. **INDEMNITY.** The Permittee shall, to the fullest extent permitted by law, indemnify and hold the City free and harmless of and from all claims, demands, losses, and liability, including cost and legal fees, arising directly or indirectly out of obligations undertake in connection with this permit, excepting only claims arising from the sole negligence or misconduct of the City.
10. **INSURANCE.** At any time, at the judgment of the City, Permittee may be required to obtain commercial general liability insurance, naming Permittee as insured and the City as additional insured. Permittee's failure to obtain such insurance when required shall be a material breach of this permit.
11. **BOND.** At any time, the City may require the Permittee to obtain a bond, in an amount equal to the value of work or improvements constructed or activities performed by Permittee. Permittee's failure to provide a bond when requested shall be a material breach of this permit.
12. **NO HAZARDOUS MATERIALS/WASTE OR SPILLS.** Storage and/or disposal of any hazardous material(s) or hazardous waste(s) on to this right-of-way are expressly forbidden. Any spills of a hazardous material or hazardous waste used or produced during the permitted activity is to be cleaned up immediately by the Permittee, at their expense. The City has the absolute right to immediately suspend an operation that does not adhere to these requirements, or is found in violation of any Local, State, or Federal Environmental Regulations, until the problem is adequately or completely resolved.
13. **AS-BUILT DRAWINGS.** On all permits affecting City pipelines and facilities, Permittee shall submit As-Built Drawings within 30 days of completing the work.
14. **NOTIFICATION.** Permittee shall notify the City of Merced at (209) 723-2489 at least 48 hours prior to start of work and 5 working days prior to closing a lane as shown on the approved traffic control plans.
15. **ENVIRONMENTAL.** The Permittee shall comply with and abide by all federal, state and local environmental laws, rules, regulations, and guidelines applicable to the site of the work or activities for which this permit is granted. Permittee's failure to fulfill this provision shall be a material breach of this permit. The City shall not be held responsible for any violation or non-compliance by Permittee of any and all applicable laws, rules, regulation and guidelines pertaining to environmental issues in the performance of the work or activities under this permit. These issues include but are not limited to: wildlife habitat; rare, threatened, endangered or species of special concern: sensitive vegetation, air and water quality, cultural resources, etc., their impacts, and mitigation thereof.

Signature: 

Date: 07/28/2020

Merced Black Lives Matter Street Mural Project COVID-19 Plan

1. **Guiding Principles to Keep in Mind**
    a) Consult CDC Website guidelines, local health officials and City of Merced Staff about recommended COVID-19 policies for events and gatherings (e.g. street mural prep and painting).
        a. Merced Street Mural Project will have no more than 20 attendees per hourly time segments during street mural prep and painting.
    b) Plan to allow for social distancing before, during, and after the event (e.g., limiting attendance and modifying layouts before the event, and staggering exit times after the event).
    c) Develop attendance time options to help reduce the number of attendees at the event.
    d) Plan for educating attendees about cloth face coverings, and communicate the importance of wearing them to both staff and attendees.
    e) Plan for educating staff and attendees to ensure they know that they should not come to the event if they become sick with COVID-19 symptoms, test positive for COVID-19, or have been exposed to someone with symptoms or someone suspected or confirmed to have COVID-19.
    f) Purchase adequate supplies to minimize sharing of materials, or limit use to one per family or group of individuals at a time, and clean and disinfect between use.
    g) Ensure adequate supplies to support healthy hygiene behaviors. Supplies include soap, water, hand sanitizer containing at least 60 percent alcohol, paper towels, tissues, disinfectant wipes, cloth face coverings (as feasible), and no-touch trash cans.

Tentative Project Location: Recommended location by Merced Arts & Cultural Advisory Commission: Canal Street & 16th Street (behind 5 Ten Bistro)



Project Point of Contact: Tentatively Colton Dennis, Merced Arts & Cultural Advisory Commission Chair at 209-872-0430 or director@artsmerced.org

Project Itinerary:

Street Mural Prep and Letter Stenciling on Friday August 14th

- 4pm-5pm: Street Closure for Street Sweeping and CDC Flyer Posting -no more than 10 attendees
- 5pm-9pm: Local Muralist(s) Preps Letter Stenciling- no more than 10 attendees

Street Mural Painting on Saturday August 15th

- 6am- 8am: First time slot for volunteers to paint
- 8am-9am: Second time slot for volunteers to paint
- 9am-10am: Third time slot for volunteers to paint
- 10am-11am: Fourth time slot for volunteers to paint
- 11am-12pm: Finish street mural painting
- 12pm-2pm: Street clean-up and removal of painting supplies
- 2pm-midnight: Street Closure in-tact for paint to dry

MERCED BLACK LIVES MATTER STREET MURAL PROJECT 2020

BLM STREET MURAL PROJECT 2020

- Design Concepts for Phase 1 and Phase 2 Project
  - Phase 1: Project Scope
  - Phase 1: Project Budget
- Street Mural Location Options
- Supplies Needed
- Merced Arts & Culture Arts Advisory Commission
- City of Merced Council Project Approval

DRAFT DESIGN CONCEPTS:

Phase 1: Street Mural Project

- Quick Implementation Project
- Low-Cost Maintenance
- Duration Average: 9 Months
- Hands-on Community Oriented
- Very Good PR for City of Merced

Phase 2: Wall Mural Project

- Longer Implementation Project
- Higher Cost/Maintenance
- Duration Average: Multiple Years
- Arts Commission & Community Oriented
- Less Hands-on for Community Members
- Very Good PR for City of Merced

PHASE 1: STREET MURAL PROJECT SCOPE

- Dimensions:
  - Length: 400 Feet
  - Width: Street Width
- Stenciled Lettering Painted with Yellow Street Paint for Sustainability
- Project Schedule: Mid/Late August
  - Mural Prep: Friday Afternoon
  - Mural Painting: Saturday Morning
  - Coordination with City Staff for appropriate event COVID-19 Plan



PHASE 1: STREET MURAL PROJECT BUDGET



- Community Sponsorships:
  - UC Merced
  - United Way of Merced
- City of Merced Partnership
- Costs:
  - City Permit
  - Prep Work
  - Materials & Supplies

PHASE 1: STREET MURAL LOCATIONS

- Canal Street & 16th Street (behind 5 Ten Bistro) | Recommended Location by Merced Arts & Cultural Advisory Commission



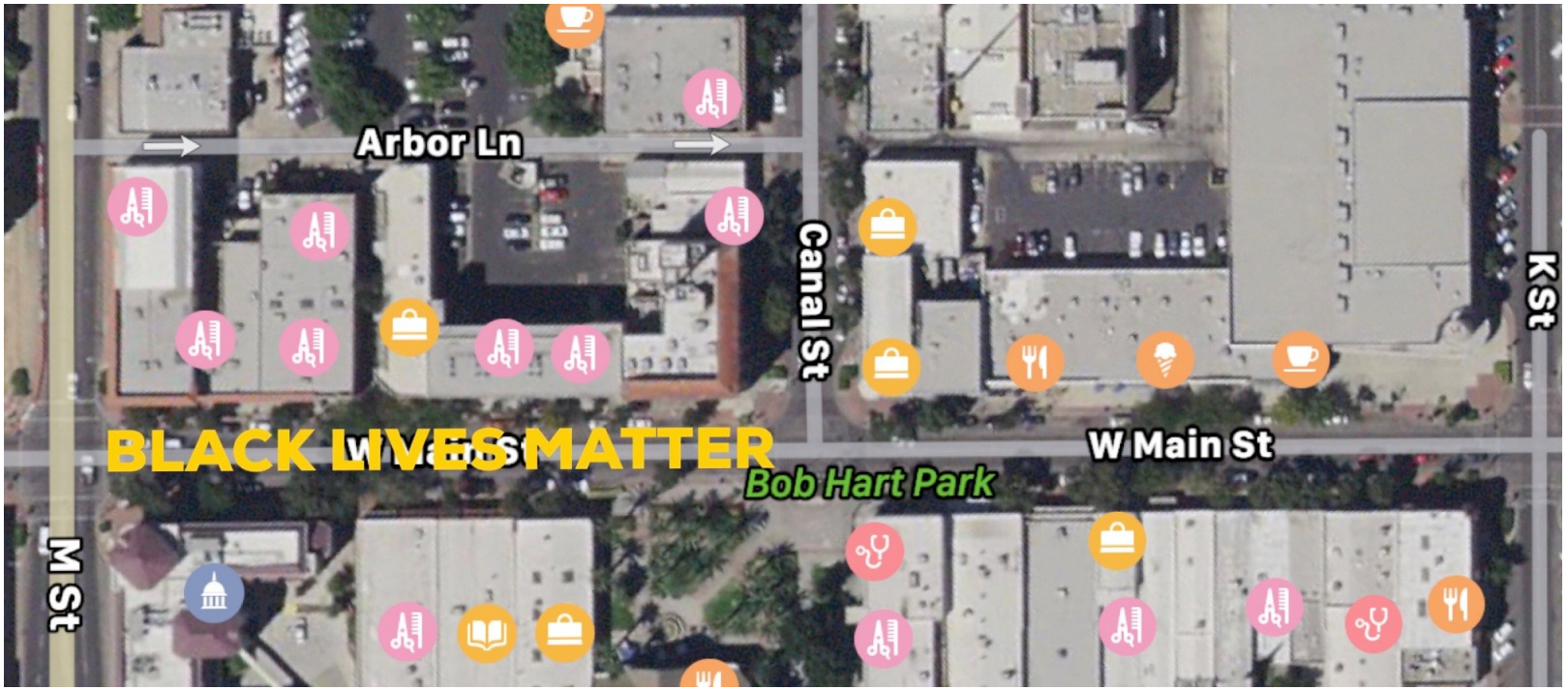
PHASE 1: STREET MURAL LOCATIONS

- W 18th Street (In between Merced City Hall and UC Merced Dtn. Building)



PHASE 1: STREET MURAL LOCATIONS

- W Main Street (between "M" St. and Bob Hart Square)



SUPPLIES NEEDED

- Safety Cones/Barricades for Street Closure
- Paint
- Paint Rollers
- Tape to Stencil Lettering
- Extended Paint Sticks
- Paint Trays
- Clean-up (thrash bins or bags)
- Volunteer Waiver Form - BLM Street Mural

APPROVE PHASE 1: BLM STREET MURAL

- Seek City Council Partnership/Sponsorship
- Approval of Phase 1: BLM Street Mural Project
- Approval of Phase 1: BLM Street Mural location

ADMINISTRATIVE REPORT

Agenda Item K.3. Meeting Date: 8/3/2020

Report Prepared by: Fire Chief Billy Alcorn and Interim Police Chief Tom Cavallero

SUBJECT: Update and Final Report on Celebrate Safe Fireworks Campaign for 2020

REPORT IN BRIEF

Provides a final report to City Council on the Celebrate Safe Fireworks Campaign from the Fire Chief and Police Chief.

RECOMMENDATION

Provide staff direction as needed on preparing the Celebrate Safe Fireworks Campaign for next year.

ATTACHMENT

1. Presentation


Celebrate Safe
Illegal Fireworks Enforcement Campaign
2020 Report

Campaign Objectives

- Public Outreach
  - Banners, Posters, Stickers, Utility Bill Insert, Social Media Campaign
- Safe Surrender / Seizure of Illegal Fireworks
  - Provide the public the opportunity to dispose of fireworks, both legal and illegal fireworks without fear of prosecution.

Campaign Objectives

- Tip Lines
  - Provided multiple methods to report illegal fireworks instead of inundating 9-1-1 system.
  - Celebrate Safe hotline, Merced Connect App and dedicated email address.
  - Expanded dispatch center on July 3 and 4th staffed with volunteers from the community.
- Enforcement
  - Increased enforcement and community presence by Police and Fire Department personnel on July 2nd through 5th.

Enforcement Activities - Fire



- Crews patrolled all areas of the City from July 2nd – July 5th
- Contacted numerous citizens and educated them on the use of illegal fireworks
- Issued two (2) administrative citations ($1,000 each)
- Confiscated 175 pounds of illegal fireworks
- Staffing
  - All on duty companies
  - Chief Officers

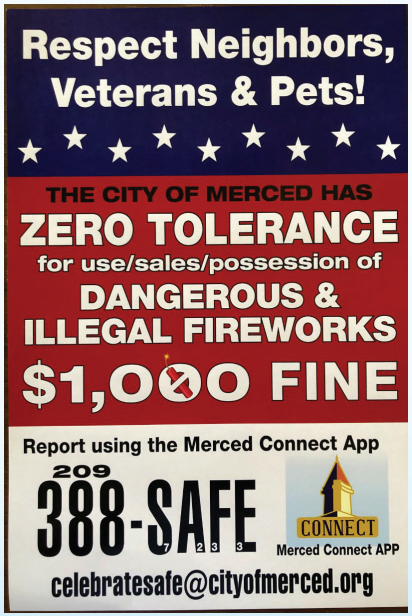
Enforcement Activities - PD

- Additional staffing on July 3rd and 4th to patrol areas of the City
- 3 citations issued
  - 2 Health and Safety Code
  - 1 MMC
- Patrol presence around hot spot areas of the City
- Staffing
  - On duty patrol
  - 1 Sergeant
  - 4 additional officers



Safe Surrender

- Allowed the public to dispose of any fireworks (safe and sane or illegal) safely and without any fear of prosecution.



	2019	2020	Percentage Change
Surrendered Fireworks	1	2	100.0%

Requests for Service at Celebrate Safe Hotline

	July 3, 2019	July 4, 2019	July 3, 2020	July 4, 2020	Percent Change (2019 vs. 2020)
Celebrate Safe Hotline (388-SAFE)	59	594	86	228	-52%
Email	5	25	10	21	3%
Total	68	666	96	249	-53%

Calls for Service – Fire Dept.

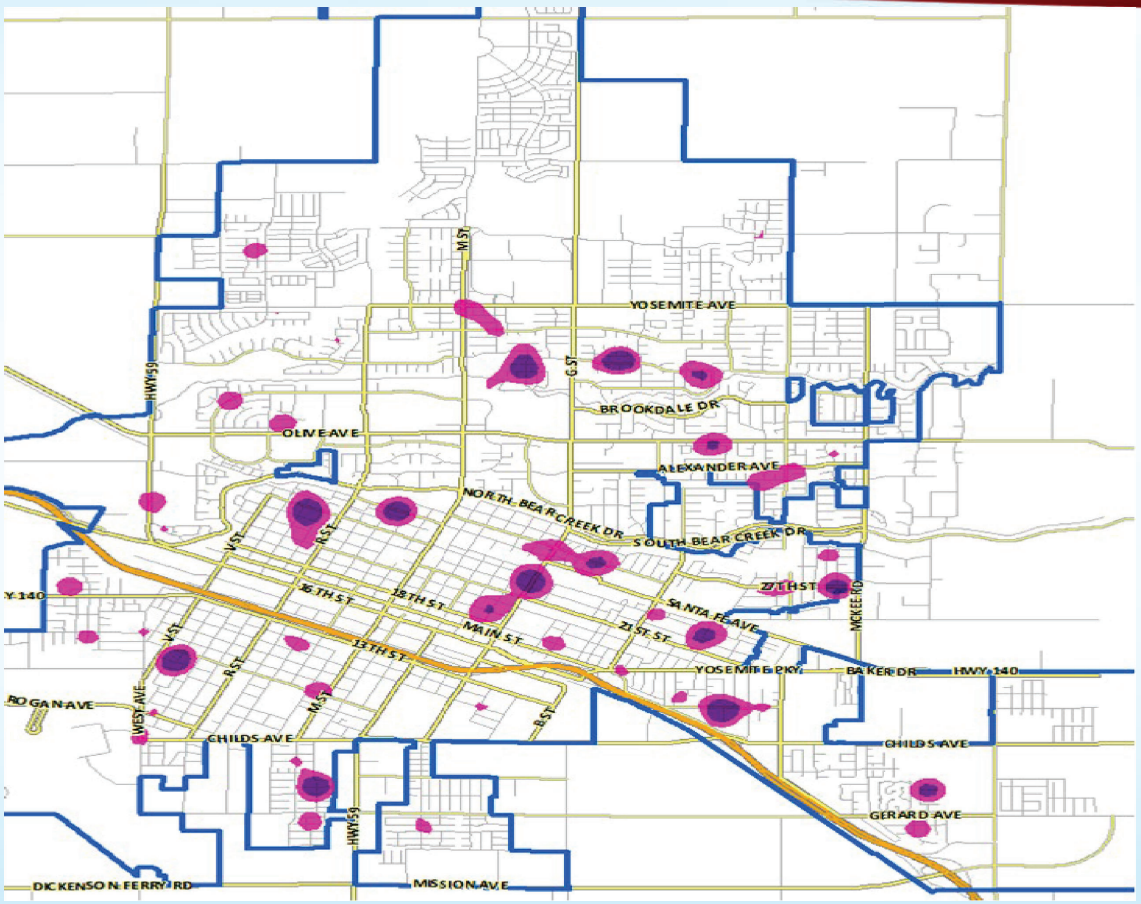
- July 3rd – 36 Calls for Service
  - 9 Fire related
  - 15 EMS
- July 4th – 65 Calls for Service
  - 24 Fires
  - 20 EMS
  - 16 Other

Calls for Service – Police Dept.

Date	Firework Related Incidents	Total Calls for Service	Percentage
7/2/2020	43	234	17.70%
7/3/2020	76	263	28.90%
7/4/2020	125	322	38.80%
7/5/2020	36	178	20.20%

HEAT MAPS OF ILLEGAL FIREWORKS REPORTS

- Information technology produced maps of the City showing the areas highest call (complaint) volume
- Assists with enforcement activities
- Provides good data for subsequent year's efforts




Celebrate Safe 2020

ADMINISTRATIVE REPORT

Agenda Item L.1. Meeting Date: 8/3/2020

Report Prepared by: Jennifer Levesque, Acting Assistant City Clerk, City Clerk's Office

SUBJECT: Appointments to the Arts and Culture Advisory Commission (1 At-Large) (1 Ex-Officio) and Recreation and Parks Commission (1)

REPORT IN BRIEF
Accept nominations to fill the Arts and Culture Advisory Commission At-Large vacancy, Ex-Officio vacancy and a Recreation and Parks Commission vacancy.

RECOMMENDATION
City Council - Adopt a motion:

A. Accepting nominations and appointing two individuals to serve as an At-Large member (term ending July 1, 2024) and an Ex-Officio member of the Arts and Culture Advisory Commission; and,

B. Accepting nominations and appointing an individual to serve as a member of the Recreation and Parks Commission, with a term date ending July 1, 2022.

ALTERNATIVES
1. Approve, as recommended; or,
2. Approve, subject to other than recommended; or,
3. Deny; or,
4. Direct the Clerk's Office to continue recruitment for the vacancies.

AUTHORITY
Merced Municipal Code, Section 3.38.050.

DISCUSSION
The Arts and Culture Advisory Commission serves as an advisory body to the City Council on matters having to do with public art, art projects, cultural programs and activities and the promotion of the arts within the City of Merced. In forming the Arts and Culture Advisory Commission, it is the intent of the City Council to foster the arts in the City of Merced and to help implement policy, programs, and standards for public art. The Commission consists of seven registered City of Merced voting members. Six (6) voting members of the commission shall be from the established City Council voting districts and the seventh member shall be appointed at large, who serve four-year terms of office, with four ex-officio members at City Council discretion

Staff has received seven qualified applications to the Arts and Culture Advisory Commission and six

qualified applications to the Recreation and Parks Commission. The matter of appointment is now before the Council.

ATTACHMENTS

1. Arts and Culture Advisory Commission Applications
2. Current Roster
3. Recreation and Parks Commission Applications
4. Current Roster

Profile

Ryan
First Name

P
Middle Initial

Bradley
Last Name

St. Luke's Anglican Church
Employer

Rector (Pastor)
Job Title

[redacted]
Email Address

[redacted]
Primary Phone

[redacted]
Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

◉ Yes ○ No

Which Council district do you live in? *

☑ District 4

Are you currently serving on a Board or Commission? If so, please list:

No

Which Boards would you like to apply for?

Arts and Culture Advisory Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☑ Master's Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

(•) Yes ( ) No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I moved to Merced a little more than four years ago to become pastor of St. Luke's Anglican Church, and I have been looking for ways to become more involved in the community. I have a particular love for arts and culture, and I would love to help them flourish in our community.

Please list your current employer and relevant volunteer experience.

I lead St. Luke's Anglican Church (which now meets at Our Lady of Mercy Church on 21st and Canal). My involvement in town includes attending the Citizen's Police Academy and supporting various non-profits in town. I have served on numerous committees, primarily in educational and ecclesial settings. I am also on the advisory board for a national non-profit.

What is your understanding of the roles and responsibilities of this Board or Commission?

I understand this Commission to serve as an advisory group promoting the arts and cultural activities in Merced. I see faithful attendance and active participation in the Commission as essential. While not listed as a requirement, a desire to support the arts through local events and exhibitions also seems important

Do you have experience or special knowledge pertaining to this Board or Commission?

I have background in literature, poetry, and theatre. My wife is a professional fine art photographer, classically trained pianist, and amateur dancer. I have been learning more about these art forms from her. I have a long interest in learning about the arts. I also have a background in education, and I love helping others learn and discover.

Any other comments you would like to add that may assist the City Council in their decision?

I have a particular strength in learning (I am an avid reader of books and periodicals, as well as a consumer of podcasts) with skill in taking new and complex information and making it accessible and clear for the average person.

[redacted]

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☑ I Agree *

Question applies to multiple boards

Attendance Policy

☑ I Agree *

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards

Public Scrutiny

☑ I Agree *

Question applies to multiple boards

How did you hear about this vacancy? *

☑ City Website

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☑ Caucasian/Non-Hispanic

Gender

☑ Male

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

RPB

Profile

Guadalupe
First Name

Middle Initial

Cabrera
Last Name

Tesla
Employer

Production associate
Job Title

[redacted]
Email Address

[redacted]
Primary Phone

[redacted]
Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

◉ Yes ○ No

Which Council district do you live in? *

☑ Unknown

Are you currently serving on a Board or Commission? If so, please list:

No

Which Boards would you like to apply for?

Arts and Culture Advisory Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

- [x] High School Graduate
- [x] Some College, No Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

(•) Yes ( ) No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

World traveling mural artist

Please list your current employer and relevant volunteer experience.

Tesla motors

What is your understanding of the roles and responsibilities of this Board or Commission?

They control and moderate all the art projects in the city of merced

Do you have experience or special knowledge pertaining to this Board or Commission?

Over 14 years experience in graffiti art and being part of the art culture

Any other comments you would like to add that may assist the City Council in their decision?

Being part of the art council would mean a lot to me because I already put murals up all over the United States and being able to be part of the process in my own home town would mean I wouldn't have to leave my city

[redacted]

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☑ I Agree *

Question applies to multiple boards

Attendance Policy

☑ I Agree *

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards

Public Scrutiny

☑ I Agree *

Question applies to multiple boards

How did you hear about this vacancy? *

☑ A Friend

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☑ Hispanic

Gender

☑ Male

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

GC

Profile

Noelle
First Name

D
Middle Initial

Chandler
Last Name

Merced County Office of Education
Employer

Arts Education Consultant
Job Title

[redacted]
Email Address

[redacted]
Primary Phone

[redacted]
Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

◉ Yes ○ No

Which Council district do you live in? *

☑ District 4

Are you currently serving on a Board or Commission? If so, please list:

Which Boards would you like to apply for?

Arts and Culture Advisory Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☑ Bachelor's Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

Professional arts educator and consultant on intersectional arts and education matters, and very interested in improving the health of our city through the arts. Currently working on a strategic arts plan for the county.

Please list your current employer and relevant volunteer experience.

Volunteered for multiple arts organizations (PHM, the MAC, Phoenix Creative Collective) during my time at PHM and at MCOE.

What is your understanding of the roles and responsibilities of this Board or Commission?

Set policy, develop and implement a vision for public art in the city of Merced.

Do you have experience or special knowledge pertaining to this Board or Commission?

Years of arts education and community arts knowledge

Any other comments you would like to add that may assist the City Council in their decision?

[redacted]
Upload a Resume

Requirements

Question applies to multiple boards
AB 1234 Ethics Training

☑ I Agree *

Question applies to multiple boards

Attendance Policy

☑ I Agree *

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards

Public Scrutiny

☑ I Agree *

Question applies to multiple boards

How did you hear about this vacancy? *

☑ City Website

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☑ Caucasian/Non-Hispanic

Gender

☑ Female

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

NDWC

Profile

Annissa
First Name

Middle Initial

Fragoso
Last Name

Farmers Insurance
Employer

Owner
Job Title

[redacted]
Email Address

[redacted]
Primary Phone

[redacted]
Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

◉ Yes ○ No

Which Council district do you live in? *

☑ Unknown

Are you currently serving on a Board or Commission? If so, please list:

No

Which Boards would you like to apply for?

Arts and Culture Advisory Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☑ Associate's Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I'm currently a director for the Hispanic Chamber and I am very interested in participating in our culture of Merced and contributing to bettering our city.

Please list your current employer and relevant volunteer experience.

Over 5 years with the Hispanic Chamber and participate in activities with United Way and local non profits as needed.

What is your understanding of the roles and responsibilities of this Board or Commission?

None

Do you have experience or special knowledge pertaining to this Board or Commission?

I can learn.

Any other comments you would like to add that may assist the City Council in their decision?

I am a team player and will follow the common goals and mission statements for City of MERCED.

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☑ I Agree *

Question applies to multiple boards

Attendance Policy

☑ I Agree *

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards

Public Scrutiny

☑ I Agree *

Question applies to multiple boards

How did you hear about this vacancy? *

☑ Other

If you selected other, please indicate how you learned about the vacancy:

Unknown if there is one but I'm interested in filling it if there is one.

Demographics

Ethnicity

☑ Hispanic

Gender

☑ Female

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

Af

Profile

Michelle
First Name

Middle Initial

Morgante
Last Name

self-employed
Employer

writer/researcher
Job Title

[redacted]
Email Address

[redacted]
Primary Phone

[redacted]
Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

◉ Yes ○ No

Which Council district do you live in? *

☑ District 4

Are you currently serving on a Board or Commission? If so, please list:

n/a

Which Boards would you like to apply for?

Arts and Culture Advisory Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☑ Bachelor's Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I am passionate about the arts and the important role the arts play in the growth of individuals, communities and societies. I have been a professional writer/researcher/editor for more than 25 years, working in journalism. I am transitioning to non-journalism writing now, focusing on screenwriting and creative non-fiction. I formerly was active in the Su Teatro theatre company in Denver, which produced a play I co-wrote, "Night of the Barrio Moon." I studied music for more than a dozen years, playing classical piano as well as jazz saxophone. My next goal is to learn guitar. I am a native of the San Joaquin Valley. I am bilingual and bicultural - English/Spanish and U.S./Mexico. I am passionate about learning and traveling. I have lived across the U.S., from the West to New York and Washington, D.C., and from the Northern Prairie region to Florida. I have lived and worked in Latin America and the Caribbean. I have traveled through Asia and Europe. I recently completed the RIAS Berlin Commission fellowship which allowed me to take a deep dive into current affairs in Germany and learn about Germany's political system as well as the European Union and NATO. I am a mother of three boys, all of whom are interested in the arts, and I would like to be part of plans to develop art projects for Merced's youth. I wish to join the Arts & Culture commission to help build on the terrific work already being accomplished to promote the arts in Merced.

Please list your current employer and relevant volunteer experience.

After recently leaving my role with National Public Radio, I am now self-employed, working as a freelance writer and researcher. I am founder of LatinoScreenwriters.com, a community connecting content creators who are passionate about Latino experiences and stories. I have been a volunteer officer for journalism groups such as the Society of Profesional Journalists, the National Association of Hispanic Journalists and the California Chicano News Media Association. I participated in the Leadership Merced program in 2016-17.

What is your understanding of the roles and responsibilities of this Board or Commission?

I understand that the Arts and Culture Advisory Commission advises the City Council on matters having to do with public art, art projects, cultural programs and activities, and the promotion of the arts within the City of Merced. I understand that the commission meets on the third Thursday of odd-numbered months.

Do you have experience or special knowledge pertaining to this Board or Commission?

Other than having attended events, I have no special knowledge or experience relating to the commission.

Any other comments you would like to add that may assist the City Council in their decision?

I would be happy to answer any questions you might have.

[redacted]

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☐ I Agree *

Question applies to multiple boards

Attendance Policy

☐ I Agree *

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards

Public Scrutiny

☐ I Agree *

Question applies to multiple boards

How did you hear about this vacancy? *

☑ City Website

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☑ Hispanic

Gender

☑ Female

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

MM

Profile

Goku
First Name

The
Middle Initial

Pinkking
Last Name

Self ....(the universe)
Employer

King (artist)
Job Title

[redacted]
Email Address

[redacted]
Primary Phone

[redacted]
Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

◉ Yes ○ No

Which Council district do you live in? *

☑ Unknown

Are you currently serving on a Board or Commission? If so, please list:

Which Boards would you like to apply for?

Arts and Culture Advisory Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

- [x] Less than High School
- [x] High School Graduate
- [x] Some College, No Degree
- [x] Associate's Degree
- [x] Bachelor's Degree
- [x] Master's Degree
- [x] Professional Degree
- [x] Doctoral Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

(•) Yes ( ) No

If you selected no, please identify how you would like to be contacted:

Pigeon

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

You want me on your team Don’t regret it ..... it could bite ya in the ass...

Please list your current employer and relevant volunteer experience.

Self .....I volunteer my heart and soul to the arts and the people ....ask about me

What is your understanding of the roles and responsibilities of this Board or Commission?

Everything

Do you have experience or special knowledge pertaining to this Board or Commission?

Yes

Any other comments you would like to add that may assist the City Council in their decision?

Can we please play James brown (get up off of that thang) everytime some one stands to speak on the mic....just a suggestion ....

[redacted]

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☑ I Agree *

Question applies to multiple boards

Attendance Policy

☑ I Agree *

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards

Public Scrutiny

☑ I Agree *

Question applies to multiple boards

How did you hear about this vacancy? *

☑ Other

If you selected other, please indicate how you learned about the vacancy:

Your mother

Demographics

Ethnicity

☑ Other

Gender

☑ Nonbinary or third gender

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

GTPK

Profile

Eddie
First Name

O
Middle Initial

Rodriguez
Last Name

Self
Employer

Artist
Job Title

[redacted]
Email Address

[redacted]
Primary Phone

[redacted]
Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

◉ Yes ○ No

Which Council district do you live in? *

☑ District 3

Are you currently serving on a Board or Commission? If so, please list:

Merced, Day of the Dead Festival Planning Committee

Which Boards would you like to apply for?

Arts and Culture Advisory Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☑ Bachelor's Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I grew up in low income housing, in and around gangs, in San Jose, CA, to two immigrant parents. In middle school I was kicked out of school, and soon after went to juvenile hall. Through these experiences I was able to reflect and choose a new direction. While still living in the gang neighborhood, I approached my high school and developed a modified art curriculum. I soon began to win awards for the school. I also joined an outside group that used music and performing arts as gang prevention. After high school I moved to San Francisco to attend the Academy of Arts University. Once again I worked with administrators to develop a modified curriculum. I also won several awards from my university. While in college, I volunteered in a graffiti prevention program for youth. I also began to teach volunteer art lessons for an inclusion elementary school. Then I helped start up a chapter of a volunteer inclusion soccer program. While still in college, I began to work as an illustrator, and showcase in art in galleries. I soon began to tutor art, and help other artist find illustration work and get into galleries. In 2008, I graduated with a bachelors in fine art, with high honors, from the Academy of Art University. My university immediately hired me after graduation. I taught for them in several capacities and aided in modifying their online curriculum. I also briefly taught art for a specialty school for autistic students, in Los Gatos, CA. By 2010, I moved to the United Arab Emirates to teach art, while continuing to teach for the Academy of Arts online. In the UAE, I taught for two private schools, an art center, and gave a workshop to the art faculty of the American University in Dubai. While in the UAE I also helped to promote art events, along with individual artist, helping them to get into local art magazines and trying to get them into local galleries. Due to family health situations, in 2012, I relocated to Los Angeles, CA. I briefly worked for an art production company. But soon, I turned my attention to taking care of sick and dying relatives. At the beginning of 2015, I, myself, developed a health condition, which eventually forced me to resign from an ethics and compliance job position I took on while taking care of relatives. I became disabled due to my health condition, and moved in with family, in Atwater, CA, in late 2017. And although greatly limited by my health condition, I saw it as an opportunity to venture into news ways of making art. Rather than focusing on the things I could no longer do, I decided to find and focus on things I could still do. So I began to work on a children's book from bed. Through treatment I began to see some improvements. With this opportunity, I began to meet local artist, and attend art events. And without fail, I began to promote both. I love interacting with and supporting artist. I was asked to help with the Merced Day of the Dead festival. I was invited to join some local art collectives, including, Contemporary Humanitarian Artists Association (CHAA). I began to tutor local artist and am planning to return to teaching later this year. And I am currently trying to get several local artists into galleries, as well as promoting other artist's shows, and the Merced Multicultural Arts Center. I have since moved to Merced, CA.

Please list your current employer and relevant volunteer experience.

Although disabled, I have recently begun art tutoring again. And as of 2019 I have been on the Merced Day of the Dead Festival Planning Committee. In the past, I have volunteered for a graffiti prevention program for youth, and taught volunteer art lessons for an inclusion elementary school.

What is your understanding of the roles and responsibilities of this Board or Commission?

As far as I understand it, this commission serves as an advisory team to the City Council of Merced. This commission advises regarding public art works, cultural events, and overall art direction of the city.

Do you have experience or special knowledge pertaining to this Board or Commission?

I do not, this would be my first interaction with this committee, outside of local artist recommending this board.

Any other comments you would like to add that may assist the City Council in their decision?

In the short time I have been in the area, it is clear there is a strong, and cooperative arts community, it truly is impressive. I hear the concerns of many local artist, and consistently I am told there is limited financial opportunities for artist in the area. But I actually see a lot of opportunity, not only for local artist, but also the city, and the inhabiting community, to experience financial growth, as well as grow in exposure.

[redacted]

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☑ I Agree *

Question applies to multiple boards

Attendance Policy

☑ I Agree *

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards

Public Scrutiny

☑ I Agree *

Question applies to multiple boards

How did you hear about this vacancy? *

☑ A Friend

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☑ Hispanic

Gender

☑ Male

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

ER

Profile

Elias
First Name

Middle Initial

Torres
Last Name

Strangers/grizzly barber
Employer

Owner
Job Title

[redacted]
Email Address

[redacted]
Primary Phone

[redacted]
Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

◉ Yes ○ No

Which Council district do you live in? *

☑ Unknown

Are you currently serving on a Board or Commission? If so, please list:

Which Boards would you like to apply for?

Arts and Culture Advisory Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☑ Some College, No Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I've owned a business in downtown Merced since 2015. Since our inception we've hosted countless events open to the community with art being the foundational glue that bring everyone together.

Please list your current employer and relevant volunteer experience.

Since Jan. 2018 we've hosted 11 local art shows for the community, 2 of which more recently were hosted in the Merced mall. Our business simply wouldn't exist without art and the community of Merced. I believe my experience with grass roots growth within the local community through art and constantly making an effort to be inclusive and supportive to creatives,

What is your understanding of the roles and responsibilities of this Board or Commission?

I believe the roll of the board is to oversee the city of Merced as it pertains to the arts. I imagine the type of things the board oversees can vary but the overall goal is the betterment of our community and using arts as the key component.

Do you have experience or special knowledge pertaining to this Board or Commission?

My experience and special knowledge is being directly connected to the local community through arts and events.

Any other comments you would like to add that may assist the City Council in their decision?

I have personally invested into downtown Merced, we took a chance trying to prove our city can be as talented and fun as any other. We've encouraged so many locals to get involved and encouraged so many that may feel they aren't good enough for the local art scene. I believe that I'm uniquely qualified to join the team that cares about this community in a way that sometimes may be underserved.

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☑ I Agree *

Question applies to multiple boards

Attendance Policy

☑ I Agree *

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards

Public Scrutiny

☑ I Agree *

Question applies to multiple boards

How did you hear about this vacancy? *

☑ A Friend

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☑ Hispanic

Gender

☑ Male

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

Et

City of Merced, CA

Arts and Culture Advisory Commission

Board Roster

Colton E Dennis

2nd Term Jul 02, 2020 - Jul 02, 2024

Appointing Authority City Council
Position Commissioner
Category District 4

Diana Odom Gunn

2nd Term Jul 02, 2020 - Jul 02, 2024

Appointing Authority City Council
Position Commissioner
Category District 3

Anthony Martinez

1st Term Jul 01, 2018 - Jul 01, 2020

Appointing Authority City Council
Position Ex-Officio
Category City Council Member

Rob Edward Hypes

1st Term Jul 01, 2018 - Jul 01, 2022

Appointing Authority City Council
Position Commissioner
Category District 6

MARIA DEL R ZARAGOZA

1st Term Jun 01, 2018 - Jul 01, 2022

Appointing Authority City Council
Position Commissioner
Category District 2

Kim Garner

1st Term Jul 01, 2018 - Jul 01, 2022

Appointing Authority City Council
Position Ex-Officio

Dob Francise

1st Term Jul 01, 2018 - Jul 01, 2022

Appointing Authority City Council
Position Commissioner
Category District 1

Patricia Pratt

1st Term Jul 01, 2018 - Jul 01, 2022

Appointing Authority City Council
Position Ex-Officio

Monika Saini

1st Term Jul 01, 2018 - Jul 01, 2022

Appointing Authority City Council
Position Commissioner
Category District 5

Vacancy

Appointing Authority City Council
Position Commissioner
Category At-Large

Vacancy

Appointing Authority City Council
Position Ex-Officio

Profile

Alexander
First Name

Middle Initial

Carr
Last Name

Employer

Job Title

[redacted]
Email Address

[redacted]
Primary Phone

[redacted]
Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

◉ Yes ○ No

Which Council district do you live in? *

☑ District 4

Are you currently serving on a Board or Commission? If so, please list:

Which Boards would you like to apply for?

Recreation and Parks Commission: Submitted
Personnel Board: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☑ Some College, No Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

(•) Yes ( ) No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

In regards to the recreation and parks commission, I want to help to expand Merced's parks and recreation department so that my children can always enjoy the parks and enjoy the activity's I enjoyed growing up here. In regards to the Personnel board I have begun an interest in local politics and I feel that commission and boards would be a good starting point to start to see the administration of city personnel

Please list your current employer and relevant volunteer experience.

I do not currently have an employer I am a full time student and a disabled US Army veteran

What is your understanding of the roles and responsibilities of this Board or Commission?

In regards to the recreation and parks commission my understanding is that they advise city council on matters relating to parks and recreation and also help with the planning of recreation activities for the city of Merced. In regards to the personnel board they give their advice to city council on the possible changing of civil service rules and regulations. They also hear the appeals of anyone in the civil service field that has had a suspension demotion or dismissal

Do you have experience or special knowledge pertaining to this Board or Commission?

The ability to organize and make sense of scattered ideas into a cohesive singular idea. And a desire to truly do what's best for Merced as a whole.

Any other comments you would like to add that may assist the City Council in their decision?

If appointed to either of these positions I will do my best to serve the best interest of Merced and the people who live here.

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☑ I Agree *

Question applies to multiple boards

Attendance Policy

☑ I Agree *

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards

Oath of Office

☑ I Agree *

Question applies to multiple boards

Public Scrutiny

☑ I Agree *

Question applies to multiple boards

How did you hear about this vacancy? *

☑ City Website

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☑ Caucasian/Non-Hispanic

Gender

☑ Male

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

AC

Profile

Mylia (First Name) | M (Middle Initial) | Chambers (Last Name)

Los Banos Unified School District (Employer) | Teacher (Job Title)

[redacted] (Email Address)

[redacted] (Primary Phone) | [redacted] (Alternate Phone)

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted] (Street Address) | [redacted] (Suite or Apt)

[redacted] (City) | [redacted] (State) | [redacted] (Postal Code)

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

◉ Yes ○ No

Which Council district do you live in? *

☑ District 4

Are you currently serving on a Board or Commission? If so, please list:

NO

Which Boards would you like to apply for?

Recreation and Parks Commission: Submitted
Building and Housing Board of Appeals: Submitted
Tax Transparency Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☑ Bachelor's Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I am an educator and been an active participant in my community wherever. I have experience working for non-profits in Madison, Wisconsin in affordable housing, as well as other community-based volunteer positions like neighborhood newspapers and being on boards.

Please list your current employer and relevant volunteer experience.

Teacher, Los Banos Unified School District, 1 year Elected-School Site Council Member, Donn. B. Chenoweth Elementary School, 1 year PE/Health Middle School Teacher, West Fresno Middle School, Washington Unified School District, 2 years Office Manager, Madison Development Corp., 2 years Children's Primary Presidency, The Church of Jesus Christ of Latter-day Saints, Madison 1st Ward, 2 years District Children's Primary President, The Church of Jesus Christ of Latter-day Saints, Chiang Mai, Thailand, 1 year University Houses Preschool, Board President, 2 years Ad Manager, University of Wisconsin Housing Newspaper, 4 years

What is your understanding of the roles and responsibilities of this Board or Commission?

My understanding of the role I would play on the Board would be reading and planning with the board member how each program would work to improve our citizens in Merced. As a member, I would then recommend proposed expenditures in compliance with each tax measure or program.

Do you have experience or special knowledge pertaining to this Board or Commission?

I have experience in affordable housing and understand Fair Housing rules, etc.

Any other comments you would like to add that may assist the City Council in their decision?

[redacted]

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☑ I Agree *

Question applies to multiple boards

Attendance Policy

☑ I Agree *

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards

Oath of Office

☑ I Agree *

Question applies to multiple boards

Public Scrutiny

☑ I Agree *

Question applies to multiple boards

How did you hear about this vacancy? *

☑ City Website
☑ Other

If you selected other, please indicate how you learned about the vacancy:

City Council Meeting

Demographics

Ethnicity

☑ Asian or Pacific Islander

Gender

☑ Female

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

Mylia Chambers

Profile

Jeremy
First Name

L
Middle Initial

Jenkins
Last Name

La Quinta
Employer

Assistant General Manager
Job Title

[redacted]
Email Address

[redacted]
Primary Phone

[redacted]
Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

◉ Yes ○ No

Which Council district do you live in? *

☑ District 1

Are you currently serving on a Board or Commission? If so, please list:

Recreation and Parks Commission

Which Boards would you like to apply for?

Recreation and Parks Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☑ Some College, No Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I have been apart of the Commission for a while now I've served as chair And co chair I left for work reason and I love the experience and love being involved in our community

Please list your current employer and relevant volunteer experience.

What is your understanding of the roles and responsibilities of this Board or Commission?

To be the people's voice and to help create healthier and fun Environments for families to go and play and bbq and help create new programs with staff to bring more Recreation to Merced and its residents

Do you have experience or special knowledge pertaining to this Board or Commission?

Any other comments you would like to add that may assist the City Council in their decision?

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☑ I Agree *

Question applies to multiple boards

Attendance Policy

☑ I Agree *

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards

Oath of Office

☑ I Agree *

Question applies to multiple boards

Public Scrutiny

☑ I Agree *

Question applies to multiple boards

How did you hear about this vacancy? *

☑ Other

If you selected other, please indicate how you learned about the vacancy:

I've been on Commission

Demographics

Ethnicity

☑ Hispanic

Gender

☑ Male

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

Jj

Profile

Deborah
First Name

Middle Initial

Juarez
Last Name

Merced County Office of Education
Employer

Paraeducator
Job Title

[redacted]
Email Address

[redacted]
Primary Phone

[redacted]
Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

○ Yes ◉ No

Which Council district do you live in? *

☑ Unknown

Are you currently serving on a Board or Commission? If so, please list:

Which Boards would you like to apply for?

Recreation and Parks Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☑ Bachelor's Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I want to gain experience and knowledge of Recreation and the city of Merced. I have a degree in Recreation Administration, thus I want to gain as much knowledge as possibly from this opportunity and apply it in the future

Please list your current employer and relevant volunteer experience.

Merced County Office of Education (current employeer) We'ced Youth Media (volunteer) UC Merced Gateway (volunteer)

What is your understanding of the roles and responsibilities of this Board or Commission?

My assumption about this Board/Commission is discussing and making decisions affecting the city of Merced. For instance, what programs are in need, social justice, park management, and community outreach are some roles I think come with this position.

Do you have experience or special knowledge pertaining to this Board or Commission?

I have a background of Recreation administration, emphasis on Community and Youth Services. I know how programs are made and what it takes to execute it. Through my education I learned how to outreach, mentor, and collaborate.

Any other comments you would like to add that may assist the City Council in their decision?

[redacted]

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☑ I Agree *

Question applies to multiple boards

Attendance Policy

☑ I Agree *

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards

Oath of Office

☑ I Agree *

Question applies to multiple boards

Public Scrutiny

☑ I Agree *

Question applies to multiple boards

How did you hear about this vacancy? *

☑ Other

If you selected other, please indicate how you learned about the vacancy:

Facebook City of Merced Page

Demographics

Ethnicity

☑ Hispanic

Gender

☑ Female

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

DJ

Profile

Douglas — First Name
A — Middle Initial
Piuser Jr — Last Name

Le Grand Union High School District — Employer
English Teacher — Job Title

[redacted] — Email Address

[redacted] — Primary Phone
[redacted] — Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted] — Street Address
[redacted] — Suite or Apt
[redacted] — City
[redacted] — State
[redacted] — Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

◉ Yes ○ No

Which Council district do you live in? *

☑ District 6

Are you currently serving on a Board or Commission? If so, please list:

No

Which Boards would you like to apply for?

Recreation and Parks Commission: Submitted
Citizens Oversight Committee - Measure C: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

- [x] Professional Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

- (•) Yes
- ( ) No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I am interested in the parks and recreation commission because I want to know more about and help shape how resources for the people of Merced are spent on recreation. I love being outdoors, whether running on our trails, hiking in the mountains, or just shopping at our farmer's market and I want to become more aware of what happens behind the scenes in making these things possible. I am interested in the Measure C committee because I feel like I have useful experience with this subject. I spent four years as a two truck driver, two of them working for Merced City Tow, and worked with both fire and PD at accident scenes. Also, as an educator I try to be very aware potential pitfalls that might affect my students like gangs and try to connect to my students who are headed towards that life.

Please list your current employer and relevant volunteer experience.

For both commissions: My current employer is Le Grand Union High School District. This would be my first volunteer experience in a very long time. I want to become more involved in my communities. I have tried to stay out of politics and government, especially at a local level because the teachers I have always tried to emulate as an educator stayed clear of politics and did not have students know anything about their own personal preferences. While I still value this style, I feel it is important at this point in my life for me to become more civically involved since I feel I have a lot I could give back to my community.

What is your understanding of the roles and responsibilities of this Board or Commission?

My understanding is that the parks and recreation commission is an advisory group of citizens who help the city manager and city council plan on allocating resources for things like parks and possibly events like Market on Main St. My understanding is that the Measure C committee is responsible for reviewing expenditures from the sales tax increase from Measure C. I would be responsible for making suggestions about public safety issues in the community.

Do you have experience or special knowledge pertaining to this Board or Commission?

As these are the first commissions I have applied for I not have any special knowledge, but I am a fast learner and can learn anything I need to quickly.

Any other comments you would like to add that may assist the City Council in their decision?

I very much look forwards to hearing back from you and hope you approve of my application.

[redacted]
Upload a Resume

Requirements

Question applies to multiple boards
AB 1234 Ethics Training

☑ I Agree *

Question applies to multiple boards
Attendance Policy

☑ I Agree *

Question applies to multiple boards
Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards
Oath of Office

☑ I Agree *

Question applies to multiple boards
Public Scrutiny

☑ I Agree *

Question applies to multiple boards
How did you hear about this vacancy? *

☑ Other

If you selected other, please indicate how you learned about the vacancy:

Instagram

Demographics

Ethnicity

☑ Prefer not to Answer

Gender

☑ Prefer not to say

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

DP

Profile

Samuel
First Name

Middle Initial

Rangel
Last Name

Merced County
Employer

Employment and Training Worker II
Job Title

[redacted]
Email Address

[redacted]
Primary Phone

[redacted]
Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

◉ Yes ○ No

Which Council district do you live in? *

☑ District 4

Are you currently serving on a Board or Commission? If so, please list:

No

Which Boards would you like to apply for?

Recreation and Parks Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☑ Some College, No Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I was born and raised in Merced ca. with deep roots and Community involvement. I feel like becoming more educated about the inner workings of this department will help broaden my capacity to better serve my Community.

Please list your current employer and relevant volunteer experience.

I currently work for Merced County as an employment & training worker and have been in the helping field for 20 plus years, helping in any capacity is what I do. I also have co-founded 2 non-profits in Merced and know how to motivate and promote organizational leadership.

What is your understanding of the roles and responsibilities of this Board or Commission?

Mu understanding is that this commission oversees the well being of the parks, recreational activities and advises the City Council.

Do you have experience or special knowledge pertaining to this Board or Commission?

No

Any other comments you would like to add that may assist the City Council in their decision?

I feel I have a proven track record of working with people, being innovative, motivational and recently graduated the Dale Carnegie Institute for Leadership.

[redacted]
Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☑ I Agree *

Question applies to multiple boards

Attendance Policy

☑ I Agree *

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards

Oath of Office

☑ I Agree *

Question applies to multiple boards

Public Scrutiny

☑ I Agree *

Question applies to multiple boards

How did you hear about this vacancy? *

☑ City Website

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☑ Hispanic

Gender

☑ Male

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

SR

Profile

Scott
First Name

A
Middle Initial

Ruffalo
Last Name

VVHCE
Employer

Planning Technician
Job Title

[redacted]
Email Address

[redacted]
Primary Phone

[redacted]
Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

◉ Yes ○ No

Which Council district do you live in? *

☑ District 4

Are you currently serving on a Board or Commission? If so, please list:

No

Which Boards would you like to apply for?

Recreation and Parks Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☑ Bachelor's Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I have been a resident in the City of Merced my whole life. I have chosen to raise my children in this wonderful community, and consider it both a City with a blank slate, and a rich history that cannot be looked over. In the past I have been apart of a few of Merced's Recreation and Parks projects. I feel that in this new role I could be more beneficial.

Please list your current employer and relevant volunteer experience.

My current employer is VVHCE. In the past I have been a member of the Merced Breakfast Lions (Planning on rejoining). I have been a part of Merced's Youth 2 Youth program. I was an assistant coach for my son's soccer team. In the past I have been a board member for a church that I had attended. I have also helped with various youth oriented functions, and activities for the church and surrounding community.

What is your understanding of the roles and responsibilities of this Board or Commission?

I do know that strict attendance is a must while being a Board Member. Feedback is needed to help move a project forward, while keeping in mind the best interests of Merced residents.

Do you have experience or special knowledge pertaining to this Board or Commission?

I will be honest, and say no. However I have been a part of previous projects where my input was asked for as a resident of Merced.

Any other comments you would like to add that may assist the City Council in their decision?

I feel this would be a great opportunity for me, especially with the upcoming growth of Merced. I also want my children to understand the importance of being a responsible citizen. Thank you for the opportunity.

[redacted]

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☑ I Agree *

Question applies to multiple boards

Attendance Policy

☑ I Agree *

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards

Oath of Office

☑ I Agree *

Question applies to multiple boards

Public Scrutiny

☑ I Agree *

Question applies to multiple boards

How did you hear about this vacancy? *

☑ City Website

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☑ Prefer not to Answer

Gender

☑ Male

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

SR

City of Merced, CA

Recreation and Parks Commission

Board Roster

Justin J Anderson

2nd Term Jul 02, 2019 - Jul 02, 2023

Appointing Authority City Council
Position Commissioner
Office/Role Commissioner
Category District 3

Valente Huitron

1st Term Jul 01, 2018 - Jul 01, 2022

Appointing Authority City Council
Position Commissioner
Category District 4

Yesenia Curiel

2nd Term Jul 01, 2018 - Jul 01, 2022

Appointing Authority City Council
Position Vice-Chair
Office/Role Commissioner
Category District 3

Norma C Cardona

1st Term Jul 01, 2017 - Jul 01, 2021

Appointing Authority City Council
Position Chair
Category District 3

Ralph W. Morris

1st Term Jul 01, 2017 - Jul 01, 2021

Appointing Authority City Council
Position Commissioner
Category District 5

Eric Moore

1st Term Jul 01, 2017 - Jul 01, 2021

Appointing Authority City Council
Position Commissioner
Category District 4

Anthony Martinez

1st Term Jan 07, 2019 - Jul 01, 2020

Appointing Authority City Council
Position Ex-Officio

Vacancy

Appointing Authority City Council
Position Commissioner
Office/Role Commissioner

ADMINISTRATIVE REPORT

Agenda Item L.2. Meeting Date: 8/3/2020

Report Prepared by: Jennifer Levesque, Acting Assistant City Clerk, City Clerk's Office

SUBJECT: Appointments to the Citizens' Stipend Setting Commission with 6 Members to be Appointed by District and 1 Member to be Appointed At-Large

REPORT IN BRIEF
Considers the appointment of individuals to the Citizens' Stipend Setting Commission.

RECOMMENDATION
City Council - Adopt a motion accepting nominations and appointing one individual to each of the six City Council Districts and one individual to be appointed at-large to the Citizens' Stipend Setting Commission.

ALTERNATIVES
1. Approve and appoint individuals as recommended by staff; or,
2. Continue to a future meeting and direct staff to continue recruitment of applicants; or,
3. Deny the item.

AUTHORITY
City of Merced Charter, Section 402.

DISCUSSION
At the March 2020 Primary Election, citizens voted in favor of establishing a Citizens' Stipend Advisory Commission. The Citizen's Stipend Advisory Commission consist of seven (7) members to be appointed by the City Council from the qualified electors of the City. Six (6) members will be appointed by district and one (1) member will be appointed at large.

The Commission shall hold two (2) public hearings between March 1st and June 30th of every even-numbered year and shall recommend, by majority vote and in writing, to the Council the amount of the monthly stipend which it deems appropriate for the members of the Council for the two (2) year period beginning January 1st of the next year. The amount recommended for each council member shall be the same. Due to the COVID-19 pandemic, all Boards and Commissions meetings and business were put on hold.

Two applications have been submitted to the City Clerk's Office at the time of agenda production and are attached. Should more applications be submitted before the 1 p.m. deadline on August 3rd, they will be emailed to Council prior to the meeting. In the alternative, the appointments could be made

contingent on the individual appointed accepting the appointment and effective once the individual has completing all the necessary documentation required by the City.

District 1 - 1 application
District 2 - 0 applications
District 3 - 1 application
District 4 - 0 applications
District 5 - 0 applications
District 6 - 0 applications
At Large - 0 applications

The matter of appointment is now before the Council.

IMPACT ON CITY RESOURCES

Staffing will be the primary impact with members from the City Manager, City Attorney, and City Clerk's Office assisting the committee.

ATTACHMENTS

1. Applications

Profile

Yesenia
First Name

A
Middle Initial

Curiel
Last Name

UC Merced
Employer

Director
Job Title

[redacted]
Email Address

[redacted]
Primary Phone

[redacted]
Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Which Council district do you live in? *

☑ District 3

Are you currently serving on a Board or Commission? If so, please list:

Yes. RECREATION AND PARKS COMMISSION and Citizens Oversight Committee Measure C

Which Boards would you like to apply for?

Citizens' Stipend Setting Commission: Submitted

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I have lived in Merced since June 2016 with my husband and 2 dogs. I work at UC Merced and I strongly believe its important for me to give back to my community. I want to make sure this community is a great place to live. I am invested in seeing the City of Merced being successful. I want to support in the The Citizens' Stipend Setting Commission to make sure that folks are fairly compensated and recognized for their work.

Please list your current employer and relevant volunteer experience.

Employed by UC Merced- I serve as the director of the Campus Advocacy, Resource and Education (CARE) office. I volunteer: City of Merced Recreation and Park Commission and Citizens Oversight Committee Measure C, Tri-City Foot Ball and Cheer youth organization. I also hold various board appointments locally and in the region. I have over 20 year experience volunteering for boards, city county commissions and have experience with financial accountability. Please see my resume for more details of my volunteer experience.

What is your understanding of the roles and responsibilities of this Board or Commission?

The Citizens' Stipend Setting Commission shall review and provide recommendations on the amount of the monthly stipends for the members of the Council and the Mayor.

Do you have experience or special knowledge pertaining to this Board or Commission?

No. Not to this specific board. However, I am confident that I am fair and ethical and would not have difficulty learning.

Any other comments you would like to add that may assist the City Council in their decision?

[redacted]

Upload a Resume

Requirements

If you selected other, please indicate how you learned about the vacancy:

Demographics

Ethnicity

☑ Other

Gender

☑ Female

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

YC

Profile

Alane
First Name

Middle Initial

Quien
Last Name

IHSS
Employer

Caregiver
Job Title

[redacted]
Email Address

[redacted]
Primary Phone

[redacted]
Alternate Phone

Are you 18 years of age or older? (Required)

◉ Yes ○ No

Question applies to multiple boards

Do you live within the City Limits of Merced? (Required)

◉ Yes ○ No

[redacted]
Street Address

[redacted]
Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

Question applies to multiple boards

Are you a registered voter in the City of Merced? (Required)

◉ Yes ○ No

Which Council district do you live in? *

☑ District 1

Are you currently serving on a Board or Commission? If so, please list:

No

Which Boards would you like to apply for?

Citizens Oversight Committee - Measure C: Submitted
Citizens' Stipend Setting Commission: Submitted

Question applies to multiple boards

Highest Level of Education Completed: *

☑ Associate's Degree

Communication

The City of Merced uses email as a preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you selected no, please identify how you would like to be contacted:

Interests & Experiences

Tell us about yourself, and why you are applying for this particular Board or Commission:

I currently live in Merced and feel that Merced is in line for tremendous growth. Therefore stable leadership and participation is required of all citizens, but particularly, citizens who have a desire to be a part of the collective fabric of this county should answer the call to service. I like most people wear many hats. I currently am a caregiver for my mother through the IHSS program and I also am the Vice Chair of our District 4 of the United Domestic Workers Union. I have experience with lobbying and speaking before local and state councils. I also have experience organizing in the community and have canvassed for various candidates who were running for office over the years. I am also a small business owner here in Merced and a licensed Ministry Leader. I relocated from the Bay Area nearly 11 years ago and have come to love and appreciate the Central Valley’s contributions both domestically and abroad. I have sat on the side lines and watched many ordinary people become phenomenal leaders here in Merced County and that has inspired me to step up and do my part. During primaries I served inspector in the precinct that I was assigned and enjoyed seeing our rich and diverse community pass through doing one of our basic civic duties very awe inspiring I am also tri-lingual. English, Spanish and French while working on fluency in Mandarin, Hebrew and Farsi. I am a quick study, team player, teachable and approachable. I like making friends and being part of my community. I am a former realtor, insurance broker and notary public. My chief interest are people.

Please list your current employer and relevant volunteer experience.

Current employer IHSSmy volunteer experience includes phone banking, outdoor canvassing, volunteering with the Red Cross, co-hosting house meetings for Senator Anna Caberello, working directly with Love Faith Hope, volunteering in the past with a Building Heakthy Communities, Feet Changing lives etc.

What is your understanding of the roles and responsibilities of this Board or Commission?

Well since this is my first time applying to be on a board in this capacity I can say honestly that I understand the ro,es or responsibilities. But I will say that I has to do with setting up policies that can become standard practice for anyone desireing to serve in the future and setting policies that are sensitive to the needs of Merced county residents.

Do you have experience or special knowledge pertaining to this Board or Commission?

I have general experience with being part of orgadescision and policy making but I do not have special knowledge of these boards or experience on any city or county board.

Any other comments you would like to add that may assist the City Council in their decision?

Thank you for taking the time to consider my application. It would be a pleasure for me to bea member of these committees.

Upload a Resume

Requirements

Question applies to multiple boards

AB 1234 Ethics Training

☑ I Agree *

Question applies to multiple boards

Attendance Policy

☑ I Agree *

Question applies to multiple boards

Statement of Economic Interests - FPPC Form 700

☑ I Agree *

Question applies to multiple boards

Oath of Office

☑ I Agree *

Question applies to multiple boards

Public Scrutiny

☑ I Agree *

Question applies to multiple boards

How did you hear about this vacancy? *

☑ Other

If you selected other, please indicate how you learned about the vacancy:

Text message

Demographics

Ethnicity

☑ African American

Gender

☑ Female

[redacted]

Date of Birth

Submission

I declare under penalty of disqualification or termination that all statements in this application are true and complete to the best of my knowledege.

A.Q.

ADMINISTRATIVE REPORT

Agenda Item L.3. Meeting Date: 8/3/2020

SUBJECT: Discussion on the Format of Future City Council Meetings During COVID-19 and Guidance for Other City Boards and Commissions

REPORT IN BRIEF
Discuss the format of City Council, Board, and Commission Meetings.

RECOMMENDATION
Provide staff direction on the format of future City Council, Board, and Commission Meetings.

ADMINISTRATIVE REPORT

Agenda Item L.4. Meeting Date: 8/3/2020

Report Prepared by: Jennifer Levesque, Acting Assistant City Clerk, City Clerk's Office

SUBJECT: Discussion on Attendance and Designation of Voting Delegate and Alternates for the 2020 League of California Cities Annual Conference - Annual Business Meeting, October 7 - October 9, 2020, Virtual Event

REPORT IN BRIEF
To expedite the conduct of business at this important policy-making meeting, each City Council is asked to designate a voting representative and two alternates who will be present at the virtual meeting.

RECOMMENDATION
City Council - Adopt a motion designating one voting delegate and two alternate voting delegates to the League of California Cities Annual Conference General Business Meeting, scheduled for Friday afternoon, October 9, 2020 virtually.

ALTERNATIVES
1. Designate voting representatives as outlined in the staff report; or
2. Designate other City officials attending the conference; or
3. Take no action.

AUTHORITY
The membership takes action on conference resolutions at the Annual Business Meeting. Annual Conference resolutions guide cities and the League in efforts to improve the quality, responsiveness, and vitality of local government in California. Therefore, it is very important that all cities be represented at the Business Meeting on Friday, October 9, 2020, virtually.

CITY COUNCIL PRIORITIES
Not applicable.

DISCUSSION
To expedite the conduct of business at this important policy-making meeting, each City Council is asked to designate a voting representative and two alternates who will be present at the virtual Annual Business meeting. The League by-laws provide that each city is entitled to one vote in matters affecting municipal or League policy.

If the Mayor or a member of the City Council is in attendance at the Annual Business Meeting, it is

expected that one of these officials will be designated as the voting delegate. However, if the City Council does not have a registered delegate at the conference, but will be represented by other City officials, one of the other officials can be designated the voting delegate or alternate.
Due to the COVID-19 pandemic, the Annual Conference was schedule to take place in Long Beach, CA, has been moved to a virtual event.

IMPACT ON CITY RESOURCES
No appropriation of funds is needed.

ATTACHMENTS
1. Letter from League of California Cities

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by August 31, 2020

RECEIVED
JUL 06 2020
CITY MANAGER'S OFFICE

June 30, 2020

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:
- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

LEAGUE OF CALIFORNIA CITIES

CITY: _____

2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254

LEAGUE OF CALIFORNIA CITIES

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

1400 K Street, Suite 400, Sacramento, CA 95814-3916 | www.cacities.org | (916) 658-8200

Levesque, Jennifer

From: Carrigan, Steve
Sent: Wednesday, July 15, 2020 3:53 PM
To: Division Heads; Levesque, Jennifer
Subject: URGENT: League Annual Conference Moved to Virtual Format

Just an fyi.

SC

-----Original Message-----
From: Stephen R. Qualls <squalls@cacities.org>
Sent: Wednesday, July 15, 2020 3:32 PM
Subject: URGENT: League Annual Conference Moved to Virtual Format

[cid:image001.png@01D65ABC.D51E69E0]

July 15, 2020

Dear City Leaders,

The League of California Cities Annual Conference & Expo is one of the most important events of the year for city officials to learn and collaborate on solutions to common challenges and an opportunity to celebrate the accomplishments.

With so many factors related to the COVID-19 pandemic still unknown and the health and safety of League members, staff, partners, vendors, and guests as our top priority, the Board Executive Committee has made the decision to transform the annual conference, scheduled Oct. 7-9 in Long Beach, into a virtual event.

Apart from health and safety considerations, we also looked at a variety of factors including the logistical challenges of holding in-person meetings while following local and state orders regarding large gatherings, potential state and local restrictions on travel, and the tremendous pressure on city budgets that could impede your ability to attend an in-person conference.

This was a difficult decision that was not made lightly as we understand the value of gathering face-to-face. However, the League is committed to making this an unparalleled virtual experience with general and breakout sessions, an Expo, and networking opportunities.

While this isn't the way we would have planned it originally, many opportunities emerge in a virtual environment that are impossible in an in-person conference, and we are quite excited about the possibilities of this reimagined experience.

Over the last four months, League staff have worked tirelessly to reinvent how best to serve members in a virtual environment - with advocacy, education, and communication - and member engagement has never been stronger.

Stay tuned for further details about the League's Annual Conference & Expo<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.cacities.org%2FEducation-Events%2FAnnual-Conference&data=02%7C01%7Ccarrigans%40cityofmerced.org%7C5c7f5eafc4cc4935927208d8290ede8f%7Cc9671

a04843b43d0bbb4ffb23b7fb0bf%7C0%7C0%7C637304491135282079&sdata=533ghWCGravhpnc0rM6NmfhUmoOe2K8F6doNTGhU2m8%3D&reserved=0>. We will be sure to communicate additional information as soon as it is available.

Thank you again for your unwavering leadership at this time. Be safe and stay healthy!

Carolyn M. Coleman
Executive Director
League of California Cities

John F. Dunbar
President
League of California Cities?

Sincerely,

Stephen Qualls
Central Valley Division Regional Public Affairs Manager League of California Cities c. 209-614-0118 f. 209-883-0653
squalls@cacities.org |
https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.cacities.org%2F&data=02%7C01%7Ccarrigans%40cityofmerced.org%7C5c7f5eafc4cc4935927208d8290ede8f%7Cc9671a04843b43d0bbb4ffb23b7fb0bf%7C0%7C0%7C637304491135282079&sdata=KTYyMsjFD%2Fpeqp%2FdYYQkp4pv3NE%2Bqtexu0QoSuhcoxU%3D&reserved=0<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.cacities.org%2F&data=02%7C01%7Ccarrigans%40cityofmerced.org%7C5c7f5eafc4cc4935927208d8290ede8f%7Cc9671a04843b43d0bbb4ffb23b7fb0bf%7C0%7C0%7C637304491135282079&sdata=KTYyMsjFD%2Fpeqp%2FdYYQkp4pv3NE%2Bqtexu0QoSuhcoxU%3D&reserved=0>

[https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fmail.cacities.org%2Fowa%2Fservice.svc%2Fs%2FGetFileAttachment%3Fid%3DAAMkAGQ4NTA3Yzk5LWVlN2EtNGQ4ZS1hNTdmLTYzODc0YzAyNDgyYwBGAAAAAACy8fHTR2LKSbH7v1WA%252BKroBwCJIF8QxE1YR5pVkCgOVZ7pAAAGc5DHAADGxtFp%252FTpES6fDhvAjeU66AAIIIL4kAAABEgAQAD6NdUlq8whBs9zfQMLA5yc%253D%26X-OWA-CANARY%3Dhxv1q04hykKYe12WqqEukbTKZomgttUlWwOILzvadm9U5P8sapIDPzx6cvavA5-ylysJJUqRMDs&data=02%7C01%7Ccarrigans%40cityofmerced.org%7C5c7f5eafc4cc4935927208d8290ede8f%7Cc9671a04843b43d0bbb4ffb23b7fb0bf%7C0%7C0%7C637304491135282079&sdata=XyS5WLecPO8CXaV3DN2pjpKup0QVnm75IfEZLK1Po%2BU%3D&reserved=0.]

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ADMINISTRATIVE REPORT

Agenda Item L.5. Meeting Date: 8/3/2020

SUBJECT: Request to Add Item to Future Agenda

REPORT IN BRIEF

Provides members of the City Council to request that an item be placed on a future City Council agenda for initial consideration by the City Council.

ADMINISTRATIVE REPORT

Agenda Item L.6. Meeting Date: 8/3/2020

SUBJECT: City Council Comments

REPORT IN BRIEF

Provides an opportunity for the Mayor and/or Council Member(s) to make a brief announcement on any activity(ies) she/he has attended on behalf of the City and to make a brief announcement on future community events and/or activities. The Brown Act does not allow discussion or action by the legislative body under this section.